Winston F. McColl
Director

County of San Diego
Department of Purchasing and Contracting
10089 Willow Creek Road, Suite 150, San Diego, California 92131-1699

TELEPHONE (858) 537-2500
FAX (858) 715-6452

May 25, 2012

**REQUEST FOR BID (RFB) 5580**
**DEPARTMENT OF PUBLIC WORKS WASTEWATER MANAGEMENT**
**URANIUM REMOVAL SYSTEM SERVICES FOR CAMPO HILLS WATER SYSTEM**

The County of San Diego (County), Department of Public Works (DPW) has a requirement for Uranium Removal System Services per Statement of Work within.

The initial contract term will be for a period of five (5) years with five (5) one-year option renewals. County's estimate for these services is from $40,000 to $60,000 annually.

RFB CONTENT
This RFB package includes the following:
Transmittal Letter to Release RFB 5580

Section A – Cover Page (PC 600 Form) (Submit with the bid)
Representations and Certifications Form (Submit with the bid)
Pricing Schedule (Submit with the bid)
Designation of Subcontractors (Submit with the bid)
Bidder/Offerror DVBE Information (See Section B for submittal requirements)
DVBE "Good Faith Effort" Package (See Section B for submittal requirements)

Section B – Instructions for Completing and Submitting Bid and
Pre-Award Survey Requirements

Section C – Standard Terms and Conditions
Exhibit A – Statement of Work
Exhibit B – Insurance Requirements
Appendix 1 - Permit
Appendix 2 - Manual

**BID DUE DATE**
Submit to the County of San Diego, Department of Purchasing and Contracting at **10089 Willow Creek Road, Suite 150, San Diego, CA 92131** in a sealed envelope or package clearly marked on the exterior with "RFB 5580" and the name and address of the offeror prior to **11:00 AM, Local Time on June 19, 2012.**

**Late submission cannot be considered unless there was mishandling on the part of the County of San Diego purchasing staff.**

**AWARD**

Award of the contract, if awarded, will be to the lowest responsive, responsible bidder, for the total bid price, subject to the owner's right to reject any or all bids and to waive any informality or irregularity in the bids or bidding. Unbalanced bidding will be cause for the entire bid to be rejected. The amount of the bid for comparison purposes will be the Total Bid Price.

The County reserves the right to perform a pre-award survey of the bidder to determine capability to perform, which may include but not limited to insurability, experience, references, and the submission of documentation as requested in the Pre-Award Survey (Section B, Paragraph C 6). The determination of the County as to the bidder's prospective ability to perform the contract shall be conclusive.

**PRE-BID CONFERENCE**

A pre-bid conference is scheduled for 9:00 a.m. on June 5, 2012 at the Department of Purchasing and Contracting office located at 10089 Willow Creek Road, Suite 150, San Diego, CA 92131.

**QUESTIONS**

Questions and requests for clarification related to definition or interpretation of this RFB must be requested in writing prior to the date the bids are due. Questions and requests for clarification must be received in sufficient time to allow an addendum to the RFB to be issued for this RFB prior to the due date for receipt of the bids. Therefore, questions received after **5:00 PM local time on June 8, 2012** will not be answered.

Questions must be submitted in writing by email to:

Sarah.Castaneda@sdcounty.ca.gov

If you have questions or comments, please contact Sarah E. Castañeda, Procurement Contracting Officer.

*Sarah E. Castañeda, for*

WINSTON F. McCOLL, Director
Department of Purchasing and Contracting
WFM:SEC

# REQUEST FOR BID (RFB) 5580
# DEPARTMENT OF PUBLIC WORKS, WASTEWATER MANAGEMENT
# URANIUM REMOVAL SYSTEM SERVICES FOR CAMPO HILLS WATER SYSTEM
# SECTION A – P&C 600 FORM

**COUNTY OF SAN DIEGO**
**SECTION A-P&C 600 FORM**
**This is not an order**
**Issued: May 25, 2012**

MAIL OR DELIVER TO:
**DEPARTMENT OF PURCHASING & CONTRACTING**
**COUNTY OF SAN DIEGO, RFB NO. 5580**
**10089 WILLOW CREEK ROAD, SUITE 150**
**SAN DIEGO, CA 92131**

AWARD WILL BE MADE TO THE LOWEST RESPONSIVE, RESPONSIBLE BIDDER BASED ON:
[ ] ALL OR NONE
[ ] EACH LOT
[ X ] TOTAL PRICE

**UNSPSC** commodity code**: 471000.0000**

FOR INFORMATION, PLEASE EMAIL:
SARAH E. CASTANEDA, PROCUREMENT CONTRACTING OFFICER
SARAH.CASTANEDA@SDCOUNTY.CA.GOV

**BID OPENING DATE: JUNE 19, 2012**

**BIDS MUST BE RECEIVED AT THE ABOVE ADDRESS PRIOR TO 11:00 A.M. ON DATE OF BID OPENING.**

PLEASE STATE YOUR LOWEST PRICE F.O.B. DESTINATION AND BRAND NAME OR TRADE NAME IF APPLICABLE.
**(Please use typewriter or black ink)**
**YOUR ENVELOPE MUST INCLUDE RFB NO. 5580**

DESCRIPTION

The County of San Diego (County), Department of Public Works – Wastewater Management has a requirement for uranium removal system services for Campo Hills Water System in accordance with the terms and conditions and the Statement of Work reflected herein.

INITIAL CONTRACT TERM: 07/01/2012– 06/30/2017
1ST COUNTY OPTION: 07/01/2017 – 06/30/2018
2ND COUNTY OPTION: 07/01/2018 – 06/30/2019
3rd COUNTY OPTION: 07/01/2019 – 06/30/2020
4th COUNTY OPTION: 07/01/2020 – 06/30/2021
5TH COUNTY OPTION: 07/01/2021 – 06/30/2022

Pricing submitted is to remain firm for each year in the term period identified above. Bidders are required to submit pricing on all items in each group for all years, in order to be considered responsive. Bidders submitting more than one (1) unit price or range of unit prices per item will be considered non-responsive.

**OPTION TO EXTEND.** The County's option to extend is for five (5) increments of one (1) year each for a total of five (5) years beyond the expiration of the Initial Term, not to exceed June 30, 2022 pursuant to Exhibit C Pricing Schedule. The County will notify Contractor in writing, not less than 15 days prior to the expiration date of the contract term that they intend to renew the Agreement.

Options to Extend for One to Six Additional months at End of Agreement. County shall also have the option to extend the term of this Agreement in one or more increments for a total of no less than one (1) and no more than six (6) calendar months at the discretion of the County Purchasing and Contracting Director. The County will notify Contractor in writing, not less than 15 days prior to the expiration date of the contract term that they intend to renew the Agreement.

The rates set forth in Article 4, Exhibit C, or other pricing section of this Agreement shall apply to any option exercised pursuant to this option clause unless provision for appropriate price adjustment has been made elsewhere in this Agreement or by Agreement amendment. All payments are subject to "Availability of Funds."

**ARE YOU ABLE TO COMPLY WITH ALL ITEMS SPECIFIED WITHIN THE SCOPE OF WORK? ___YES OR ___NO**
**BIDDER ACKNOWLEDGES ADDENDUM NO. 1 [ ] 2 [ ] 3 [ ] 4 [ ] 5 [ ]**

SUBJECT TO ACCEPTANCE WITHIN **90** DAYS | PAYMENT TERMS NET **30** DAYS OR % DAY

NAME AND ADDRESS OF BIDDER

STREET, CITY, STATE, ZIP

TELEPHONE: NUMBER ( )
FAX TELEPHONE: ( )
E-MAIL_____

NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER:

_____
SIGNATURE OFFEROR DATE

PRINTED NAME& TITLE: _____
_____

---NOTIFICATION OF AWARD -

ACCEPTANCE AS TO ITEM(S) NUMBERED:

(VC NO. )

(THIS SECTION FOR COUNTY USE ONLY)
COUNTY OF SAN DIEGO
BY:_____ DATE:_____
WINSTON F. MCCOLL, DIRECTOR
DEPT OF PURCHASING & CONTRACTING

TOTAL AMOUNT AWARD NO. NAME AND TITLE OF CONTRACTING OFFICER

P&C 600 Form **SUBMIT THIS COMPLETED FORM AS PAGE 1 OF THE BID**

# REQUEST FOR BID (RFB) 5580
# DEPARTMENT OF PUBLIC WORKS, WASTEWATER MANAGEMENT
# URANIUM REMOVAL SYSTEM SERVICES FOR CAMPO HILLS WATER SYSTEM
# SECTION A – REPRESENTATIONS AND CERTIFICATIONS

**REPRESENTATIONS AND CERTIFICATIONS The following representations and certifications are to be completed, signed and returned with the offer.**

**1. NOT-FOR-PROFIT ORGANIZATIONS**

Attach proof of status and omit Paragraph 3.

**2. INTERLOCKING DIRECTORATE**

In accordance with Board of Supervisors Policy A-79, if Offeror is a non-profit as indicated in paragraph 1 above, Offeror is required to identify any related for-profit subcontractors in which an interlocking directorate, management or ownership relationship exists. By submission of this offer, Offeror certifies it will not enter into a subcontract relationship with a related for-profit entity if Offeror is a non-profit entity. If Offeror is a non-profit and will be subcontracting with a related for-profit entity, Offeror must list the entity(ies) on an attached separate sheet listing them all and the contract must be approved by the Board of Supervisors.

**3. BUSINESS REPRESENTATION**

**3.1. REPRESENTATION AS DISABLED VETERANS BUSINESS ENTERPRISE**

"Disabled Veterans Business Enterprise" means a business which is at least fifty-one (51%) owned and operated by one or more veterans with a service related disability as certified by Equal Opportunity Management Office (EOMO), California Department of General Services, Office of Small Business and members of Joint Agencies Contracting Opportunities (JACO), (California Military and Veterans code, Article 6, section 999).

'or represents as a part of this offer that the ownership, operation and control of the business are in accordance with the specific definition in 3.1. I am currently certified by:

Certifying Government Agency:_____

Certification #:_____

**4. CERTIFICATE REGARDING DEBARMENT, SUSPENSION AND RELATED MATTERS**

Offeror hereby certifies to the best of its knowledge that neither it nor any of its officers:

**4.1.** Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; and

**4.2.** Have within a three (3) year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

**4.3.** Are presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with the commission of any of the offenses enumerated in paragraph 4.2 of this certification; and

**4.4.** Have within a three (3) year period preceding this agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

**4.5.** Are presently the target or subject of any investigation, accusation or charges by any Federal, State or local law enforcement, licensing or certification body and if they are, the appropriate information is included in the proposal, as requested in the Submittal Requirements.

**4.6.** Contractor will report in writing to the County Department of Purchasing and Contracting within five business days of knowing or have any reason to know any change in status as certified in the preceding paragraphs 4.1 through 4.5, and that occur prior to award (in the case of bids) and contract execution (in the case of negotiated procurements).

**4.7.** Offeror and its proposed subcontractors, agents and consultants have not previously contracted with the County to perform work on this project (e.g. preparing components of the statement of work or plans and specifications for this project). If Offeror or any of its subcontractors, agents or consultants, have previously contracted with the County to perform work on this project, Offeror shall identify those previous agreement(s) and submit that list along with the proposal.

**5. CERTIFICATE OF CURRENT COST OR PRICING**

is to certify that, to the best of my knowledge and belief, cost and/or pricing data submitted with this offer, or specifically identified by reference if actual submission of the data is imprac-ticable, is/are accurate, complete, and current as of the date signed below.

**6. CERTIFICATE OF INDEPENDENT PRICING**

By submission of this offer, each Offeror certifies, and in the case of a joint offers, each party thereto certifies as to its own organization, that in relation to this procurement:

**6.1.** The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with other Offeror; with any competitor; or with any County employee(s) or consultant(s) involved in this or related procurements; and

**6.2.** Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to opening, in the case of a bid, or prior to award, in the case of a proposal, directly or indirectly to any other Offeror or to any competitor; and

**6.3.** No attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.

**7.** The Offeror understands that prior to receiving a contract award from the County, the Offeror must submit a completed IRS W-9 form to provide a Federal Tax ID number, or if not available, to provide a Social Security Number (SSN).

**CERTIFICATION**

The information furnished in Paragraphs 1 through 7 is certified to be factual and correct as of the date submitted and this certification is made under penalty of perjury under the laws of the State of California.

Name: Signature:

Title: Date:

Company/Organization:

**SUBMIT THIS FORM AS DIRECTED IN THE REQUEST FOR SOLICITATION DOCUMENTS OR WITH THE OFFER**

DPC 201 (07-28-11 – C0014 & P0027)

## SUBMIT THIS COMPLETED FORM AS PAGE 2 OF THE BID

**REQUEST FOR BID (RFB) 5580**
**DEPARTMENT OF PUBLIC WORKS, WASTEWATER MANAGEMENT**
**URANIUM REMOVAL SYSTEM SERVICES FOR CAMPO HILLS WATER SYSTEM**
**SECTION A – PRICING SCHEDULE**

**INITIAL TERM PERIOD JULY 1, 2012 THROUGH JUNE 30, 2017:**

**1. MONTHLY SERVICE FEE:**

The Monthly Service Fee for Uranium Removal System Service must be prepared based on per acre-foot of final product water from the treatment plant.

The service fee rate, $ per acre foot of water produced from the plant shall include compensation for, but not limited to, operation of uranium removal system including monitoring and testing of the ion exchange vessels, placement of new resin, removal, and packaging of the spent ion exchange resin, transport per State and Federal guidelines to approved disposal facility, disposal of all contaminants, sludge, by-products or other materials from the uranium removal system, and regular inspection of uranium removal system. **Campo Hills Water Treatment Plant produces approximately 7 acre foot per month on average of treated water**.

**Monthly Charge Rate:** $_____ per acre-foot

**2. EMERGENCY SERVICES:**

In the event of an unforeseen significant incident or failure of the uranium removal system impacting the water quality standard for radionuclides, and at the request of the County, Contractor shall be available to respond within 24 hours to mitigate emergent conditions. Contractor will be compensated at an hourly rate plus reimbursement for cost of fuel for vehicular miles travelled (round-trip) as measured from contractor's nearest office to Facilities.

Mileage reimbursement will be based on current standard mileage rates used to calculate the deductible costs of operating an automobile for business as established by the Internal Revenue Service (26 CFR 601.105). The current IRS mileage reimbursement rate is 55.5 cents per mile, effective July 1, 2011.

**Emergency Service Hourly Rate:** $_____

**OPTION PERIOD ONE: JULY 1, 2017 THROUGH JUNE 30, 2018:**

**1. MONTHLY SERVICE FEE:**

The Monthly Service Fee for Uranium Removal System Service must be prepared based on per acre-foot of final product water from the treatment plant.

The service fee rate, $ per acre foot of water produced from the plant shall include compensation for, but not limited to, operation of uranium removal system including monitoring and testing of the ion exchange vessels, placement of new resin, removal, and packaging of the spent ion exchange resin, transport per State and Federal guidelines to approved disposal facility, disposal of all contaminants, sludge, by-products or other materials from the uranium removal system, and regular inspection of uranium removal system. **Campo Hills Water Treatment Plant produces approximately 7 acre foot per month on average of treated water**.

**Monthly Charge Rate:** $_____ per acre-foot

**SUBMIT THIS COMPLETED FORM AS PAGE 3 OF THE BID**

**2. EMERGENCY SERVICES:**

In the event of an unforeseen significant incident or failure of the uranium removal system impacting the water quality standard for radionuclides, and at the request of the County, Contractor shall be available to respond within 24 hours to mitigate emergent conditions. Contractor will be compensated at an hourly rate plus reimbursement for cost of fuel for vehicular miles travelled (round-trip) as measured from contractor's nearest office to Facilities.

Mileage reimbursement will be based on current standard mileage rates used to calculate the deductible costs of operating an automobile for business as established by the Internal Revenue Service (26 CFR 601.105). The current IRS mileage reimbursement rate is 55.5 cents per mile, effective July 1, 2011.

**Emergency Service Hourly Rate:** $_____

**OPTION PERIOD TWO: JULY 1, 2018 THROUGH JUNE 30, 2019:**

**1. MONTHLY SERVICE FEE:**

The Monthly Service Fee for Uranium Removal System Service must be prepared based on per acre-foot of final product water from the treatment plant.

The service fee rate, $ per acre foot of water produced from the plant shall include compensation for, but not limited to, operation of uranium removal system including monitoring and testing of the ion exchange vessels, placement of new resin, removal, and packaging of the spent ion exchange resin, transport per State and Federal guidelines to approved disposal facility, disposal of all contaminants, sludge, by-products or other materials from the uranium removal system, and regular inspection of uranium removal system. **Campo Hills Water Treatment Plant produces approximately 7 acre foot per month on average of treated water**.

**Monthly Charge Rate:** $_____ per acre-foot

**2. EMERGENCY SERVICES:**

In the event of an unforeseen significant incident or failure of the uranium removal system impacting the water quality standard for radionuclides, and at the request of the County, Contractor shall be available to respond within 24 hours to mitigate emergent conditions. Contractor will be compensated at an hourly rate plus reimbursement for cost of fuel for vehicular miles travelled (round-trip) as measured from contractor's nearest office to Facilities.

Mileage reimbursement will be based on current standard mileage rates used to calculate the deductible costs of operating an automobile for business as established by the Internal Revenue Service (26 CFR 601.105). The current IRS mileage reimbursement rate is 55.5 cents per mile, effective July 1, 2011.

**Emergency Service Hourly Rate:** $_____

# REQUEST FOR BID (RFB) 5580
# DEPARTMENT OF PUBLIC WORKS, WASTEWATER MANAGEMENT
# URANIUM REMOVAL SYSTEM SERVICES FOR CAMPO HILLS WATER SYSTEM
# SECTION A – PRICING SCHEDULE

**OPTION PERIOD THREE: JULY 1, 2019 THROUGH JUNE 30, 2020:**

1. **MONTHLY SERVICE FEE:**

   The Monthly Service Fee for Uranium Removal System Service must be prepared based on per acre-foot of final product water from the treatment plant.

   The service fee rate, $ per acre foot of water produced from the plant shall include compensation for, but not limited to, operation of uranium removal system including monitoring and testing of the ion exchange vessels, placement of new resin, removal, and packaging of the spent ion exchange resin, transport per State and Federal guidelines to approved disposal facility, disposal of all contaminants, sludge, by-products or other materials from the uranium removal system, and regular inspection of uranium removal system. **Campo Hills Water Treatment Plant produces approximately 7 acre foot per month on average of treated water**.

   **Monthly Charge Rate:** $_____ per acre-foot

2. **EMERGENCY SERVICES:**

   In the event of an unforeseen significant incident or failure of the uranium removal system impacting the water quality standard for radionuclides, and at the request of the County, Contractor shall be available to respond within 24 hours to mitigate emergent conditions. Contractor will be compensated at an hourly rate plus reimbursement for cost of fuel for vehicular miles travelled (round-trip) as measured from contractor's nearest office to Facilities.

   Mileage reimbursement will be based on current standard mileage rates used to calculate the deductible costs of operating an automobile for business as established by the Internal Revenue Service (26 CFR 601.105). The current IRS mileage reimbursement rate is 55.5 cents per mile, effective July 1, 2011.

   **Emergency Service Hourly Rate:** $_____

**OPTION PERIOD FOUR: JULY 1, 2020 THROUGH JUNE 30, 2021:**

1. **MONTHLY SERVICE FEE:**

   The Monthly Service Fee for Uranium Removal System Service must be prepared based on per acre-foot of final product water from the treatment plant.

   The service fee rate, $ per acre foot of water produced from the plant shall include compensation for, but not limited to, operation of uranium removal system including monitoring and testing of the ion exchange vessels, placement of new resin, removal, and packaging of the spent ion exchange resin, transport per State and Federal guidelines to approved disposal facility, disposal of all contaminants, sludge, by-products or other materials from the uranium removal system, and regular inspection of uranium removal system. **Campo Hills Water Treatment Plant produces approximately 7 acre foot per month on average of treated water**.

   **Monthly Charge Rate:** $_____ per acre-foot

**2. EMERGENCY SERVICES:**

In the event of an unforeseen significant incident or failure of the uranium removal system impacting the water quality standard for radionuclides, and at the request of the County, Contractor shall be available to respond within 24 hours to mitigate emergent conditions. Contractor will be compensated at an hourly rate plus reimbursement for cost of fuel for vehicular miles travelled (round-trip) as measured from contractor's nearest office to Facilities.

Mileage reimbursement will be based on current standard mileage rates used to calculate the deductible costs of operating an automobile for business as established by the Internal Revenue Service (26 CFR 601.105). The current IRS mileage reimbursement rate is 55.5 cents per mile, effective July 1, 2011.

**Emergency Service Hourly Rate:** $_____

**OPTION PERIOD FIVE: JULY 1, 2021 THROUGH JUNE 30, 2022:**

**1. MONTHLY SERVICE FEE:**

The Monthly Service Fee for Uranium Removal System Service must be prepared based on per acre-foot of final product water from the treatment plant.

The service fee rate, $ per acre foot of water produced from the plant shall include compensation for, but not limited to, operation of uranium removal system including monitoring and testing of the ion exchange vessels, placement of new resin, removal, and packaging of the spent ion exchange resin, transport per State and Federal guidelines to approved disposal facility, disposal of all contaminants, sludge, by-products or other materials from the uranium removal system, and regular inspection of uranium removal system. **Campo Hills Water Treatment Plant produces approximately 7 acre foot per month on average of treated water**.

**Monthly Charge Rate:** $_____ per acre-foot

**2. EMERGENCY SERVICES:**

In the event of an unforeseen significant incident or failure of the uranium removal system impacting the water quality standard for radionuclides, and at the request of the County, Contractor shall be available to respond within 24 hours to mitigate emergent conditions. Contractor will be compensated at an hourly rate plus reimbursement for cost of fuel for vehicular miles travelled (round-trip) as measured from contractor's nearest office to Facilities.

Mileage reimbursement will be based on current standard mileage rates used to calculate the deductible costs of operating an automobile for business as established by the Internal Revenue Service (26 CFR 601.105). The current IRS mileage reimbursement rate is 55.5 cents per mile, effective July 1, 2011.

**Emergency Service Hourly Rate:** $_____

**TOTAL BID (SUM OF ALL ITEMS LISTED ABOVE FOR THE INITIAL TERM AND OPTION PERIODS) $_____**

**REQUEST FOR BID (RFB) 5580**
**DEPARTMENT OF PUBLIC WORKS, WASTEWATER MANAGEMENT**
**URANIUM REMOVAL SYSTEM SERVICES FOR CAMPO HILLS WATER SYSTEM**
**SECTION A – DESIGNATION OF SUBCONTRACTORS**

DESIGNATION OF SUBCONTRACTORS

The Business Name, Address and the Portion of the work that will be done by each subcontractor are required at the time of bid submittal. The remainder of the information shall be submitted by all bidders within two business days of bid opening by e-mail to the Procurement Contracting Officer listed as contact for this RFB.

**IF NO SUBCONTRACTORS ARE TO BE EMPLOYED ON THE PROJECT, ENTER THE WORD "NONE".**

| PORTION OF WORK TO BE SUBCONTRACTED | | SUBCONTRACTOR | |
|---|---|---|---|
| Item No. | Description of Work | % of total Contract | Business name & address |
| ! | | ! | ! |
| ! | | ! | ! |
| ! | | ! | ! |
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| ! | | ! | ! |
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| ! | | ! | ! |
| ! | | ! | ! |
| ! | | ! | ! |

Total % SUBCONTRACTED_____

**SUBMIT THIS COMPLETED FORM AS PAGE 4 OF THE BID**

# REQUEST FOR BID (RFB) 5580
# DEPARTMENT OF PUBLIC WORKS, WASTEWATER MANAGEMENT
# URANIUM REMOVAL SYSTEM SERVICES FOR CAMPO HILLS WATER SYSTEM
# SECTION A – DVBE "GOOD FAITH EFFORT" PACKAGE

DATE:_____ ACTIVITY/PROJECT NO.:_____

**COUNTY OF SAN DIEGO**
**BIDDER/OFFEROR DVBE INFORMATION**

PROJECT TITLE: _____

BIDDER/OFFEROR:_____ BIDDER/OFFEROR REPRESENTATIVE:_____

| ITEM NO. | DESCRIPTION OF WORK, SERVICE OR MATERIAL | NAME OF CERTIFIED DVBE (PRIME, SUBCONTRACTOR, VENDOR) TO BE USED INCLUDING ADDRESS, TELEPHONE AND CERTIFICATION NUMBER. | DOLLAR AMOUNT TO BE PAID THIS DVBE |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | TOTAL DOLLARS TO CERTIFIED DVBE (PRIME,/SUBCONTRACTORVENDOR) | $ |

COMPUTATION OF UTILIZATION AND COMPARISON WITH THE GOAL *PARTICIPATION REQUIREMENT

| | CALCULATION | or ESTABLISHED GOAL |
|---|---|---|
| Disabled Veterans | Total Amount to DVBE / Total Bid/Offer x 100 = Percent of Utilization<br>_____ x 100 = _____% | 3%<br>*See DVBE information sections for details |

**REQUEST FOR BID (RFB) 5580**
**DEPARTMENT OF PUBLIC WORKS, WASTEWATER MANAGEMENT**
**URANIUM REMOVAL SYSTEM SERVICES FOR CAMPO HILLS WATER SYSTEM**
**SECTION A – DVBE "GOOD FAITH EFFORT" PACKAGE**

## Disabled Veteran Business Enterprise (DVBE) "Good Faith Effort" Package
**For Services (Estimated by the County) to exceed $1 million**

The DVBE Cover Sheet is to be attached for the required certified DVBE documentation of "Good Faith Effort" and must be submitted within two business days of bid opening, offer due date, or individual task order submittal; or the bid or offer may be deemed non-responsive.

Project Title:_____

Project/Activity No. :_____

Bid/Offer No.:_____

Bid/Offer Date:_____

Name of Contractor/Service Provider Submitting Bid/Offer:

_____

Please check off the following to insure you have included them in your documentation:

____ Documentation of "Good Faith Effort" (pages 1 thru 3)

____ Attachment of Any Additional Supporting Documentation

## DOCUMENTATION OF GOOD FAITH EFFORT



**For Services (Estimated by the County) to exceed $1 million**

A. List potential DVBEs that the bidder/offeror solicited for participation in this contract along with dates.

| Certified DVBE Firm | Date of Contact (Mail, Fax, Telephone, etc.) | Responded (Yes/No) |
|---|---|---|
| 1. | | |
| 2. | | |
| 3. | | |
| 4. | | |
| 5. | | |
| 6. | | |
| 7. | | |
| 8. | | |
| 9. | | |
| 10. | | |
| 11. | | |
| 12. | | |
| 13. | | |
| 14. | | |
| 15. | | |

B. DVBE Solicitations

Solicitation Sample:
Bidder/Offeror must attach a sample of the solicitation sent to certified DVBE firms. If phone contact was made, document conversation: date, time, contact person, and business opportunities discussed.

**REQUEST FOR BID (RFB) 5580**
**DEPARTMENT OF PUBLIC WORKS, WASTEWATER MANAGEMENT**
**URANIUM REMOVAL SYSTEM SERVICES FOR CAMPO HILLS WATER SYSTEM**
**SECTION A – DVBE "GOOD FAITH EFFORT" PACKAGE**

**DOCUMENTATION OF GOOD FAITH EFFORT**

**For Services (Estimated by the County) to exceed $1million**

Identification of (1) all DVBEs who submitted bids or offers. (2) nature of work, supplies or services offered which are not accepted, (3) dollar amounts of the DVBEs bids/offers not accepted, (4) subcontractors and/or suppliers who will be used instead of the DVBEs, (5) dollar amounts of these subcontractors and/or suppliers' bids/offers, and (6) the reason for the bidder/offeror not accepting the DVBE's bid/offer. Use additional sheets if necessary.

| Name of DVBE (1) | Nature of Work (2) | DVBE Bids/Offer($) (3) | Subcontractor/ Supplier to be used (4) | Bid/Offer Amount Accepted (5) | Reason Not Accepted (6) |
|---|---|---|---|---|---|
| | | | | | |
| | | | | | |
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| | | | | | |

# REQUEST FOR BID (RFB) 5580
# DEPARTMENT OF PUBLIC WORKS, WASTEWATER MANAGEMENT
# URANIUM REMOVAL SYSTEM SERVICES FOR CAMPO HILLS WATER SYSTEM
# SECTION B – INSTRUCTIONS FOR COMPLETING AND SUBMITTING BID AND PRE-AWARD SURVEY REQUIREMENTS

## A. PRICING YOUR BID

1. Bid on each item separately. Prices should be stated per unit(s) specified herein. Bids that are materially unbalanced will be rejected as non-responsive.
2. All prices shall be F.O.B. destination. Bids other than F.O.B. destination shall be considered non-responsive and will be rejected. Prices shall include all freight charges.
3. Unless otherwise specified, prices bid herein should not include California sales/use tax or Federal excise tax. The County generally is required to pay California sales/use tax, and it should be shown as a separate item on invoices. The County is exempt from payment of Federal excise tax. It must not be included in invoices.
4. All prices and notations must be in ink or typewritten. No erasures permitted. Mistakes may be crossed out and corrected and must be initialed in ink by persons signing the bid.
5. Discounts of less than thirty (30) days will not be considered in evaluation of bids to determine overall apparent low bidder.

## B. SUBMITTING YOUR BID

1. RFB NO. 5580 shall normally be made available on the County of San Diego's BuyNet site http://buynet.sdcounty.ca.gov. Firms may request a hard copy from Purchasing and Contracting Clerical Section (858-537-2500).
2. Submit the following documents with your bid:
   - Completed PC 600;
   - Completed Representations and Certifications;
   - Completed Pricing Schedule;
   - Completed Designation of Subcontractors Form

   Submit the following documents in accordance with Item D of this Section:
   - Completed Bidder/Offeror DVBE Information;
   - Completed DVBE "Good Faith Effort" Package

   Each bid must be in a separate sealed envelope with bid number on the outside and must be delivered to the County Purchasing and Contracting Department, Front Desk (where it will be time stamped to indicate time of receipt), **10089 Willow Creek Road, Suite 150, San Diego, CA 92131, no later than 11:00 a.m. on June 19, 2012.** Bids will be publicly opened at that time.
3. Failure to bid on authorized County form may be cause for rejection of bid.
4. Any bid received at the County Purchasing and Contracting Department after the exact time for receipt will not be considered and will be rejected as a late bid.
5. Late bids will be returned to the bidder unopened unless it is determined that the late receipt was due solely to mishandling by the Purchasing and Contracting Department and such determination is made prior to award.
6. If you do not bid, please return the cover sheet and state reason for not bidding.

7. No oral interpretation shall be made to modify any provisions of any bid specifications. Requests for an interpretation shall be made in writing to the Contracting Officer **no later than 5:00 PM local time on June 8, 2012.**
8. Any vendor who wishes to withdraw its bid must do so before County bid opening. If there are any questions or comments relative to technicalities of the bid, they must be submitted in writing to County Purchasing Director within 24 hours after bid opening.
9. Bids submitted in response to this Request for Bid must be in full conformance with the terms and conditions set forth herein. Furthermore, all specification requirements must be met unless the language of the Request for Bid states that alternate specifications/bids will be considered.
10. Written addenda to the RFB may be issued to provide clarifications or corrections. **Addenda to this solicitation will be posted on the County of San Diego's BuyNet site** http://buynet.sdcounty.ca.gov**. It is the offeror's responsibility to check for addenda. The master copy of the solicitation posted to the website shall be considered the original. If a prospective offeror cannot download the solicitation or any document posted thereto, contact Contracts Clerical Support at 858-537-2501 and a hard copy will be mailed to you or you may pick it up at our office.**
11. Samples of items, when required, must be furnished free of expense to the County, and if not destroyed by tests will, upon request, be returned at the bidder's expense.
12. All bids must show the firm's legal name and be signed by an authorized officer or employee of that firm. Obligations assumed by such signature must be fulfilled.

## C. EVALUATION AND AWARD

1. Bids are subject to acceptance at any time within ninety (90) days after opening of same, unless otherwise stipulated by the County.
2. In determining the lowest bid, only discounts of thirty (30) days or more will be considered. Discounts will be calculated from receipt and acceptance of a properly prepared invoice.
3. Award(s) will be made by the County Purchasing and Contracting Department, as stated on the Pricing Schedule to the lowest responsive, responsible bidder(s) in order from lowest bid to highest, based on the total price. Unbalanced bidding will be cause for the entire bid to be rejected. The County reserves the right to waive a variation in specification if, in the opinion of the County, such variation does not materially change the item or its performance within parameters acceptable to the County.
4. The County reserves the right to reject any or all bids and to accept or reject any item(s) thereon, or waive any informality in the bid.
5. In the event of a conflict between unit price bid and bidder's extended price, the unit price will prevail unless price is so obviously unreasonable as to indicate an error. In that event, the bid will be rejected as non-responsive for the reason of inability to determine the intended bid.
6. The County reserves the right to perform a pre-award survey of the bidder to determine capability to perform, which may include but not limited to insurability, experience, references, and the submission of documentation as requested in the Pre-Award Survey. The determination of the County as to the bidder's prospective ability to perform the contract shall be conclusive.
7. Modifications, changes, or additions to the Bid Schedule may be considered an irregularity. Erasures or corrections in preparing the bids must be initialed by the person(s) signing the Bid. Alternate bids will not be considered unless called for.

## D. DISABLED VETERANS BUSINESS ENTERPRISE (DVBE) PARTICIPATION

1. The County, as a matter of policy, encourages the participation of Disabled Veterans Business Enterprises (DVBE). County of San Diego, Board of Supervisors DVBE policy B-39a is found at http://www.sdcounty.ca.gov/cob/policy/index.html#. Information concerning California State Certified DVBE sources or programs may be found at http://www.pd.dgs.ca.gov. County DVBE policy requirements shall prevail over the State of California DVBE program requirements.

   Board Policy B-39a further requires a DVBE participation of 3% for all Service procurements that are not exempt from the DVBE requirement, and are estimated (by the County) to exceed one million dollars annually. In the case of indefinite delivery/indefinite quantity Service contracts (also known as As-Needed Services Contracts), the 3% participation will be applied to the value of each individual task order. For purposes of clarification, each individual task order is considered a Service contract for purposes of DVBE requirements.

   For all service procurements, DVBE documentation shall be submitted within two (2) business days of offer submittal. In the case of indefinite delivery/indefinite quantity Service contracts, DVBE documentation shall be submitted with the response to each individual task order. DVBE documentation, which includes the Bidder DVBE Information Form, and the "Good Faith Effort" Package, is contained within this solicitation.

   Failure to provide evidence of a good-faith effort to comply with the 3% DVBE participation may be deemed non-responsive and may not be considered for contract award.

## E. PROTEST PROCEDURES

1. Any protest resulting from this procurement is to be processed as prescribed in Board of Supervisors' Policy A-97, Protest Procedures for Award of Contracts. All protests shall be in writing, be made prior to Award, and be made only by an offeror. Such protests shall clearly state the ground for the protest and the relief sought. Protests shall be filed with the County's contracting office identified in the solicitation package.
2. Whenever a contract is contemplated to be awarded to other than the low bidder in a formally advertised procurement, the low bidder shall be so notified five working days prior to award, in addition to the posting of the proposed award in a public place in the Office of the Contracting Office for the same period of time. Copies of Policy A-97 are available upon request from the Clerk of the Board, 1600 Pacific Highway, San Diego, CA 92101.
3. For purposes of clarification regarding Board of Supervisors Policy "A-97, Protest Procedures for Award of Contracts" the posting of the bid abstract is equivalent to the posting of the NOTICE OF INTENT("NOI").

## F. TAX INFORMATION

In compliance with California Revenue and Taxation code section 18662, if you are a non resident of California (out-of-state invoices) who receives California source income, the County will pay California Use Tax directly to the State of California per permit no. SR FH 25-632384. Fifteen (15) business days

prior to the first payment, new suppliers or suppliers with expired forms or forms with incorrect information, must submit new forms to the County (forms are available from the Franchise Tax Board website listed below).

Under certain circumstances you may be eligible for reduced or waived nonresident withholding. If you have already received a waiver or a reduced withholding response from the State of California and the response is still valid, submit the response to the County in lieu of the forms. Failure to submit the required forms will result in withholding of payments. Refer to the Franchise Tax Board websites (listed below) for tax forms and information on nonresident withholding, including waivers or reductions. The County will not give you any tax advice. It is recommended you speak with your tax adviser and/or the State of California for guidance.

**Franchise Tax Board Websites:**

http://www.ftb.ca.gov

http://www.ftb.ca.gov/individuals/Withholding_Definitions.shtml

http://www.ftb.ca.gov/individuals/wsc/Processing_Changes_for_2010.shtml

http://www.ftb.ca.gov/individuals/wsc/forms_and_publications.shtml

http://www.ftb.ca.gov/individuals/wsc/decision_chart.shtml

**Submit forms to the Auditor & Controller via fax at (619) 531-5417 or mail originals to: County of San Diego, 1600 Pacific Hwy, Room 061, San Diego, CA 92101. The P.O. Number or Contract Number (if available) and "California Revenue and Taxation Code Section 18662" must appear on fax cover sheet and/or the outside of the mailing envelope.**

# REQUEST FOR BID (RFB) 5580
# DEPARTMENT OF PUBLIC WORKS, WASTEWATER MANAGEMENT
# URANIUM REMOVAL SYSTEM SERVICES FOR CAMPO HILLS WATER SYSTEM
# SECTION C – STANDARD TERMS AND CONDITIONS

## ARTICLE 1
## PERFORMANCE OF WORK

1.1 Standard of Performance. Contractor shall, in good and workmanlike manner and in accordance with the highest professional standards, at its own cost and expense, furnish all of the labor, technical, administrative, professional and all other personnel, all supplies and materials, equipment, printing, transportation, facilities, and all other means whatsoever, except as herein otherwise expressly specified to be furnished by County, necessary or proper to perform and complete the work and provide the services required of Contractor by this Agreement.

1.2 Contractor's Representative. The person identified on the signature page ("Contractor's Representative") shall ensure that Contractor's duties under this Agreement shall be performed on behalf of the Contractor by qualified personnel; Contractor represents and warrants that (1) Contractor has fulfilled all applicable requirements of the laws of the State of California to perform the services under this Agreement and (2) Contractor's Representative has full authority to act for Contractor hereunder. Contractor and County recognize that the services to be provided by Contractor's Representative pursuant to this Agreement are unique: accordingly, Contractor's Representative shall not be changed during the Term of the Agreement without County's written consent. County reserves the right to terminate this Agreement pursuant to Clause 7.1, below, "Termination for Default", if Contractor's Representative should leave Contractor's employ, or if, in County's judgment, the work hereunder is not being performed by Contractor's Representative.

1.3 Contractor as Independent Contractor. Contractor is, for all purposes of this Agreement, an independent Contractor, and neither Contractor nor Contractor's employees or subcontractors shall be deemed to be employees of the County. Contractor shall perform its obligations under this Agreement according to the Contractor's own means and methods of work which shall be in the exclusive charge and under the control of the Contractor, and which shall not be subject to control or supervision by County except as to the results of the work. Neither Contractor nor Contractor's employees or subcontractors shall be entitled to any benefits to which County employees are entitled, including without limitation, overtime, retirement benefits, workers' compensation benefits and injury leave.

1.4 Contractor's Agents and Employees or Subcontractors. Contractor shall obtain, at Contractor's expense, all agents, employees and subcontractors required for Contractor to perform its duties under this Agreement, and all such services shall be performed by Contractor's Representative, or under Contractor's Representatives' supervision, by persons authorized by law to perform such services. Retention by Contractor of any agent, employee or subcontractor shall be at Contractor's sole cost and expense, and County shall have no obligation to pay Contractor's agents, employees or subcontractors; to support any such person's or entity's claim against the Contractor; or to defend Contractor against any such claim.

Any subcontract which is in excess of five thousand dollars ($5,000) or a combination of subcontracts to the same individual or firm for the Agreement period must have prior concurrence of the Contracting Officer Technical Representative. Contractor shall provide Contracting Officer Technical Representative with copies of all other subcontracts relating to this Agreement entered into by Contractor within 30 days after the effective date of the subcontract. Such subcontractors of Contractor shall be notified of Contractor's relationship to County. "Subcontractor" means any entity, other than County, that furnishes to Contractor services or supplies relevant to this Agreement other than standard commercial supplies, office space, and printing services.

1.4.1 Contractor Responsibility. In the event any subcontractor is utilized by Contractor for any portion of the project, Contractor retains the prime responsibility for carrying out all the terms of this Agreement, including the responsibility for performance and insuring the availability and retention of records of subcontractors in accordance with this Agreement. No subcontract utilizing funds from this Agreement shall be entered into which has a term extending beyond the ending date of this Agreement.

1.4.2 Mandated Clause. All subcontracts shall include the Standard Terms and Conditions required of Contractor herein.

1.4.3 County Approval. As identified above, all subcontracts under this Agreement shall have prior written approval of the Contracting Officer Technical Representative.

## ARTICLE 2
## SCOPE OF WORK

2.1 Statement of Work. Contractor shall perform the work described in the "Statement of Work" attached as Exhibit "A" to this Agreement, and by this reference incorporated herein, except for any work therein designated to be performed by County.

2.2 Right To Acquire Equipment and Services. Nothing in this Agreement shall prohibit the County from acquiring the same type or equivalent equipment and/or service from other sources, when deemed by the County to be in its best interest.

2.3 Responsibility For Equipment. For cost reimbursement Agreements, County shall not be responsible nor be held liable for any damage to persons or property consequent upon the use, misuse, or failure of any equipment used by Contractor or any of Contractor's employees, even though such equipment may be furnished, rented, or loaned to Contractor by County. The acceptance or use of any such equipment by Contractor or Contractor's employees shall be construed to mean that Contractor accepts full responsibility for and agrees to exonerate, indemnify and hold harmless County from and against any and all claims for any damage whatsoever resulting from the use, misuse, or failure of such equipment, whether such damage be to the employee or property of Contractor, other Contractors, County, or other persons. Equipment includes, but is not limited to material, computer hardware and software, tools, or other things.

Contractor shall repair or replace, at Contractor's expense all County equipment or fixed assets that are damaged or lost as a result of Contractor negligence.

2.4 Non-Expendable Property Acquisition. County retains title to all non-expendable property, which Contractor may acquire with funds from this Agreement if payment is on a cost reimbursement basis, including property acquired by lease purchase agreement. Contractor may not expend funds under this Agreement for the acquisition of non-expendable property having a unit cost of $5,000 or more and a normal life expectancy of more than one year without the prior written approval of Contracting Officer Technical Representative. Contractor shall maintain an inventory of non--expendable equipment, including dates of purchase and disposition. Inventory records on expendable equipment shall be retained, and shall be made available to the County upon request, for at least three years following date of disposition.

## ARTICLE 3
## DISENTANGLEMENT

3.1 General Obligations

Contractor shall accomplish a complete transition of the Services being terminated from Contractor and the Subcontractors to County, or to any replacement provider designated by County, without any interruption of or adverse impact on the Services or any other services provided by third parties (the "Disentanglement"). Contractor shall fully cooperate with County and any new service provider and otherwise promptly take all steps, including, but not limited to providing all requested information, required to assist County in effecting a complete Disentanglement. Contractor shall provide all information regarding the Services or as otherwise needed for Disentanglement, including data conversion, files, interface specifications, training staff assuming responsibility, and related professional services. Contractor shall provide for the prompt and orderly conclusion of all work, as County may direct, including completion or partial completion of projects, documentation of work in process, and other measures to assure an orderly transition to County or the County's designee. All services related to Disentanglement shall be performed by Contractor at no additional cost to County beyond what County would pay for the services absent the performance of the Disentanglement services. Contractor's obligation to provide the Services shall not cease until the Disentanglement is satisfactory to County, including the performance by Contractor of all asset-transfers and other obligations of Contractor provided in this Paragraph, has been completed.

3.2 Disentanglement Process

The Disentanglement process shall begin on any of the following dates: (i) the date County notifies Contractor that no funds or insufficient funds have been appropriated so that the Term shall be terminated pursuant to the Agreement, Article 7; (ii) the date designated by County not earlier than sixty (60) days prior to the end of any initial or extended term that County has not elected to extend pursuant to the Agreement's, Signature Page, Contract Term; or (iii) the date any Termination Notice is delivered, if County elects to terminate any or all of the Services pursuant to the Agreement, Article 7. Subject to Exhibit A Contractor's obligation to perform Disentangled Services, and County's obligation to pay for Disentangled Services, shall expire: (A) when funds appropriated for payment under this Agreement are exhausted, as provided in this Agreement, Article 7; (B) at the end of the initial or extended term set forth in this Agreement's, Signature Page, Contract Term; or (C) on the Termination Date, pursuant to this Agreement, Article 7 (with the applicable date on which Contractor's obligation to perform the Services expires being referred to herein as the "Expiration Date"). Contractor and County shall discuss in good faith a plan for determining the nature and extent of Contractor's Disentanglement obligations and for the transfer of the Disentangled Services in process provided, however, that Contractor's obligation under this Agreement to provide all Disentangled Services shall not be lessened in any respect.

3.3 Specific Obligations

The Disentanglement shall include the performance of the following specific obligations:

3.3.1 No Interruption or Adverse Impact

Contractor shall cooperate with County and all of the County's other service providers to ensure a smooth transition at the time of Disentanglement, with no interruption of Services, no adverse impact on the provision of Services or County's activities, no interruption of any services provided by third parties, and no adverse impact on the provision of services provided by third parties.

3.3.2 Third-Party Authorizations

Without limiting the obligations of Contractor pursuant to any other clause in Exhibit A herein, Contractor shall, subject to the terms of any third-party contracts, procure at no charge to County any third-party authorizations necessary to grant County the use and benefit of any third-party contracts between Contractor and third-party contractors used to provide the Services, pending their assignment to County.

3.3.3 Return, Transfer and Removal of Assets

3.3.3.1 Contractor shall return to County all County assets in Contractor's possession, pursuant to Paragraph 2.4 of the Agreement.

3.3.3.2 County shall be entitled to purchase at net book value those Contractor assets used for the provision of Services to County, other than those assets expressly identified by the Parties from time to time as Shared Resources, such Contractor assets as County may select. Contractor shall promptly remove from County's premises, or the site of the work being performed by Contractor for County, any Contractor assets that County, or its designee, chooses not to purchase under this provision.

3.3.4 Transfer of Leases, Licenses, and Contracts

Contractor, at its expense, shall convey or assign to County or its designee such leases, licenses, and other contracts used by Contractor, County, or any other Person in connection with the Services, as County may select**,** when such leases, licenses, and other contracts have no other use by Contractor**.** Contractor's obligation described herein, shall include Contractor's performance of all obligations under such leases, licenses, and other contracts to be performed by it with respect to periods prior to the date of conveyance or assignment and Contractor shall reimburse County for any Losses resulting from any claim that Contractor did not perform any such obligations.

3.3.5 Delivery of Documentation

Contractor shall deliver to County or its designee, at County's request, all documentation and data related to County, including the County Data, held by Contractor, and Contractor shall destroy all copies thereof not turned over to County, all at no charge to County. Notwithstanding the foregoing, Contractor may retain one (1) copy of the documentation and data, excluding County Data, for archival purposes or warranty support.

## ARTICLE 4
## COMPENSATION

The Payment Schedule, and/or budget are in Exhibit C and the compensation is on the signature page. County will pay Contractor the agreed upon price(s), pursuant to Exhibit C for the work specified in Exhibit A, Statement of Work. The County is precluded from making payments prior to receipt of services (advance payments). Contractor shall provide and maintain an accounting and financial support system to monitor and control costs to assure the Agreements completion. Invoices are subject to the requirements below.

4.1 Fiscal for Fixed Pricing.

4.1.1 General Principles. Contractor shall, comply with generally accepted accounting principles and good business practices, including all applicable cost principles published by the Federal Office of Management and Budget, which can be viewed at http://www.whitehouse.gov/omb/circulars. Contractor shall comply with all federal, State and other funding source requirements. Contractor shall, at its own expense, furnish all cost items associated with this Agreement except as herein otherwise specified in the budget or elsewhere to be furnished by County.

4.1.2 Invoices. Payment for the services performed under this Agreement shall be in accordance with Exhibit C, unless other payment methodologies are negotiated and agreed to by both Contractor and County. Contractor shall submit approved invoices monthly to the Contracting Officer's Technical Representative ("COTR") for work performed in the monthly period, accordingly. Contractor's monthly invoices shall be completed and submitted in accordance with written COTR instructions and shall include a statement certifying whether it is in compliance with Paragraph 8.9 of this Agreement.

4.1.3 Payments. County agrees to pay Contractor in arrears only after receipt and approval by COTR of properly submitted, detailed and itemized original invoice referencing the Agreement number and a detailed listing of each pay point target, accomplishment, unit price and/or percentages, and showing the appropriate calculation for each, a progress report documenting the status and accomplishments of Contractor during the billing period pursuant to Exhibit C. Payment shall be NET 30 days from receipt and approval of invoice unless otherwise stated.

4.2 Full Compensation. Pending any adjustments by the COTR, each invoice approved and paid shall constitute full and complete compensation to the Contractor for all work completed during the billing period pursuant to Exhibit A and Exhibit C. Contractor shall be entitled only to compensation, benefits, reimbursements or ancillary services specified in this Agreement.

4.3 Prompt Payment for Vendors and Subcontractors

4.3.1 Prompt payment for vendors and subcontractors.

4.3.1.1 Unless otherwise set forth in this Paragraph, Contractor shall promptly pay its vendors and subcontractor(s) for satisfactory performance under its subcontract(s) to this Agreement. Such prompt payment shall be no later than thirty (30) days after Contractor receives payment for such services from County and shall be paid out of such amounts as are paid to Contractor under this Agreement.

4.3.1.2 Contractor shall include a payment clause conforming to the standards set forth in Paragraph 4.3.1.1 of this Agreement in each of its subcontracts, and shall require each of its subcontractors to include such a clause in their subcontracts with each lower-tier subcontractor or supplier.

4.3.2 If Contractor, after submitting a claim for payment to County but before making a payment to a vendor or subcontractor for the goods or performance covered by the claim, discovers that all or a portion of the payment otherwise due such vendor or subcontractor is subject to withholding from the vendor or subcontractor in accordance with the vendor or subcontract agreement, then the Contractor shall:

4.3.2.1 Furnish to the vendor or subcontractor and the COTR within three (3) business days of withholding funds from its vendor or subcontractor a notice stating the amount to be withheld, the specific causes for the withholding under the terms of the subcontract or vendor agreement; and the remedial actions to be taken by the vendor or subcontractor in order to receive payment of the amounts withheld;

4.3.2.2 Contractor shall reduce the subcontractor's progress payment by an amount not to exceed the amount specified in the notice of withholding furnished under paragraph 4.3.2.1 of this Agreement and Contractor may not claim from the County this amount until its subcontractor has cured the cause of Contractor withholding funds;

4.3.2.3 Upon the vendor's or subcontractor's cure of the cause of withholding funds, Contractor shall pay the vendor or subcontractor as soon as practicable, and in no circumstances later than ten (10) days after the Contractor claims and receives such funds from County.

4.3.3 Contractor shall not claim from County all of or that portion of a payment otherwise due to a vendor or subcontractor that Contractor is withholding from the vendor or subcontractor in accordance with the subcontract agreement where Contractor withholds the money before submitting a claim to County. Contractor shall provide its vendor or subcontractor and the COTR with the notice set forth in Paragraph 4.3.2.13 of this Agreement and shall follow Paragraph 4.3.2.3of this Agreement when vendor or subcontractor cures the cause of Contractor withholding its vendors or subcontractor's funds.

4.3.4 Overpayments. If Contractor becomes aware of a duplicate contract financing or invoice payment or that County has otherwise overpaid on a contract financing or invoice payment, Contractor shall immediately notify the COTR and request instructions for disposition of the overpayment.

4.4 Conditions Prerequisite To Payments. County may elect not to make a particular payment if any of the following exists:

4.4.1 Misrepresentation. Contractor, with or without knowledge, made any misrepresentation of substantial and material nature with respect to any information furnished to County.

4.4.2 Unauthorized Actions by Contractor. Contractor took any action pertaining to this Agreement, which required County approval, without having first received said County approval.

4.4.3 Default. Contractor was in default under any terms and conditions of this Agreement.

4.5 Withholding Of Payment. County may withhold payment until reports, data, audits or other information required for Agreement administration or to meet County or State reporting or auditing requirements are received and approved by COTR or designee. The County may also withhold payment if, in the County's opinion, Contractor is in non-compliance with this Agreement.

4.6 Availability of Funding. The County's obligation for payment of any Agreement beyond the current fiscal year is contingent upon the availability of funding from which payment can be made. No legal liability on the part of the County shall arise for payment beyond June 30 of the calendar year unless funds are designated by the County and are made available for such performance.

County shall, in its sole discretion, have the right to terminate or suspend Agreement or reduce compensation and service levels proportionately upon thirty (30) days' written notice to Contractor in the event that Federal, State or County funding for this Agreement ceases or is reduced prior to the ordinary expiration of the term of this Agreement. In the event of reduction of funding for the Agreement, County and Contractor shall meet within ten (10) days of written notice to renegotiate this Agreement based upon the modified level of funding. In this case if no agreement is reached between County and Contractor within 10 days of the first meeting, either party shall have the right to terminate this Agreement within ten (10) days written notice of termination.

In the event of termination of this Agreement in accordance with the terms of this Section, Contractor shall be entitled to retain all sums paid as of the effective date of such termination, subject to any payment offset to which County may be entitled, for damages or otherwise, under the terms of this Agreement. In the event of termination of this Agreement pursuant to this Section, in no event shall Contractor be entitled to any loss of profits on the portion of this Agreement so terminated, or to other compensation, benefits, reimbursements or ancillary services other than as herein expressly provided.

4.7 Disallowance. In the event the Contractor receives payment for services under this Agreement which is later disallowed by the County, Contractor shall promptly refund the disallowed amount to County on request, or at its option, County may offset the amount disallowed from any payment due or to become due to Contractor under any Agreement with the County.

4.8 Maximum Price. During the performance period of this Agreement, the maximum price for the items and/or services shall not exceed the lowest price at which Contractor then offers the items and/or services to its most favored customer.

## ARTICLE 5
## AGREEMENT ADMINISTRATION

5.1 County's Agreement Administrator. The Director of Purchasing and Contracting is designated as the Contracting officer ("Contracting Officer") and is the only County official authorized to make any Changes to this Agreement. The County has designated the individual identified on the signature page as the Contracting Officer's Technical Representative ("COTR")

5.1.1 County's COTR will chair Contractor progress meetings and will coordinate County's Agreement administrative functions. The COTR is designated to receive and approve Contractor invoices for payment, audit and inspect records, inspect Contractor services, and provide other technical guidance as required. The COTR is not authorized to change any terms and conditions of this Agreement. Only the Contracting Officer, by issuing a properly executed amendment to this Agreement, may make changes to the scope of work or total price.

5.1.2 Notwithstanding any provision of this Agreement to the contrary, County's COTR may make Administrative Adjustments ("AA") to the Agreement, such as line item budget changes or adjustments to the service requirements, which do not change the purpose or intent of the Statement of Work, the Terms and Conditions, the Agreement period or the total Agreement price. Each AA shall be in writing and signed by COTR and Contractor. All inquiries about such AA will be referred directly to the COTR.

5.2 Agreement Progress Meeting. The COTR and other County personnel, as appropriate, will meet periodically with the Contractor to review the Agreement performance. At these meetings the COTR will apprise the Contractor of how the County views the Contractor's performance and the Contractor will apprise the County of problems, if any, being experienced. The Contractor shall also notify the Contracting Officer (in writing) of any work being performed, if any, that the Contractor considers being over and above the requirements of the Agreement. Appropriate action shall be taken to resolve outstanding issues. The minutes of these meetings will be reduced to writing and signed by the COTR and the

Contractor. Should the Contractor not concur with the minutes, the Contractor shall set out in writing any area of disagreement. Appropriate action will be taken to resolve any areas of disagreement.

## ARTICLE 6
## CHANGES

6.2 Contracting Officer. The Contracting Officer may at any time, by a written order, make changes ("Changes"), within the general scope of this Agreement, in the definition of services to be performed, and the time (i.e.) hours of the day, days of the week, etc.) and place of performance thereof. If any such Change causes an increase or decrease in the cost of, or the time required for, the performance of any part of the work under this Agreement, whether changed or not changed by an such order, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified in writing accordingly.

6.3 Claims. Contractor must assert any claim for adjustment under this clause within 30 days from the date of receipt by the Contractor of the notification of Change; provided, however, that the Contracting Officer, if he decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment under this Agreement. Where the cost of property made obsolete or excess as a result of a change is included in the Contractor's claim for adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of such property. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this Agreement entitled "Disputes" (Article 15). However, nothing in this clause shall excuse the Contractor from proceeding with this Agreement as changed.

## ARTICLE 7
## TERMINATION

7.1 Termination For Default. Upon Contractor's breach of this Agreement, County shall have the right to terminate this Agreement, in whole or part. Prior to termination for default, County will send Contractor written notice specifying the cause. The notice will give Contractor 10 days from the date the notice is issued to cure the default or make progress satisfactory to County in curing the default, unless a different time is given in the notice. If County determines that the default contributes to the curtailment of an essential service or poses an immediate threat to life, health or property, County may terminate this Agreement immediately upon issuing oral or written notice to the Contractor without any prior notice or opportunity to cure. In the event of termination under this Article, all finished or unfinished documents, and other materials, prepared by Contractor under this Agreement shall become the sole and exclusive property of County.

In the event of such termination, the County may purchase or obtain the supplies or services elsewhere, and Contractor shall be liable for the difference between the prices set forth in the terminated order and the actual cost thereof to the County. The prevailing market price shall be considered the fair repurchase price. Notwithstanding the above, Contractor shall not be relieved of liability to County for damages sustained by County by virtue of any breach of this Agreement by Contractor, and County may withhold any reimbursement to Contractor for the purpose of off-setting until such time as the exact amount of damages due County from Contractor is determined.

If, after notice of termination of this Agreement under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, the rights and obligations of the parties shall, if this Agreement contains a clause providing for termination for convenience of the County, be the same as if the notice of termination had been issued pursuant to such clause.

7.2 Full Cost Recovery Of Investigation And Audit Costs. Contractor shall reimburse County of San Diego for all direct and indirect expenditures incurred in conducting an audit/investigation when Contractor is found in violation (material breach) of the terms of the Agreement. Reimbursement for such costs shall be withheld from any amounts due to Contractor pursuant to the payment terms of the Agreement, or from any other amounts due to Contractor from County.

7.3 Termination For Convenience. The County may, by written notice stating the extent and effective date terminate this Agreement for convenience in whole or in part, at any time. The County shall pay the Contractor as full compensation for work performed in accordance with the terms of this Contract until such termination:

7.3.2 The unit or pro rata price for any delivered and accepted portion of the work.

7.3.3 A reasonable amount, as costs of termination, not otherwise recoverable from other sources by the Contractor as approved by the County, with respect to the undelivered or unaccepted portion of the order, provided compensation hereunder shall in no event exceed the total price.

7.3.4 In no event shall the County be liable for any loss of profits on the resulting order or portion thereof so terminated.

7.3.5 County's termination of this Agreement for convenience shall not preclude County from taking any action in law or equity against Contractor for:

7.3.5.1 Improperly submitted claims, or

7.3.5.2 Any failure to perform the work in accordance with the Statement of Work, or

7.3.5.3 Any breach of any term or condition of the Agreement, or

7.3.5.4 Any actions under any warranty, express or implied, or

7.3.5.5 Any claim of professional negligence, or

7.3.5.6 Any other matter arising from or related to this Agreement, whether known, knowable or unknown before, during or after the date of termination.

7.4 Remedies Not Exclusive. The rights and remedies of County provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law or under resulting order.

## ARTICLE 8
## COMPLIANCE WITH LAWS AND REGULATIONS

8.1 Compliance with Laws and Regulations. Contractor shall at all times perform its obligations hereunder in compliance with all applicable federal, State, and County laws and regulations.

8.2 Contractor Permits and License. Contractor certifies that it possesses and shall continue to maintain or shall cause to be obtained and maintained, at no cost to the County, all approvals, permissions, permits, licenses, and other forms of documentation required for it and its employees to comply with all existing foreign or domestic statutes, ordinances, and regulations, or other laws, that may be applicable to performance of services hereunder. The County reserves the right to reasonably request and review all such applications, permits, and licenses prior to the commencement of any services hereunder.

8.3 Equal Opportunity. Contractor shall comply with the provisions of Title VII of the Civil Rights Act of 1964 in that it will not discriminate against any individual with respect to his or her compensation, terms, conditions, or privileges of employment nor shall Contractor discriminate in any way that would deprive or intend to deprive any individual of employment opportunities or otherwise adversely affect his or her status as an employee because of such individual's race, color, religion, sex, national origin, age, handicap, medical condition, sexual orientation or marital status.

8.4 Affirmative Action. Each Contractor of services and supplies employing fifteen (15) or more full-time permanent employees, shall comply with the Affirmative Action Program for Vendors as set forth in Article IIIk (commencing at Section 84) of the San Diego County Administrative Code, which program is incorporated herein by reference. A copy of this Affirmative Action Program will be furnished upon request by COTR or from the County of San Diego Internet web-site (www.co.san-diego.ca.us).

8.5 Drug and Alcohol-Free Workplace. The County of San Diego, in recognition of individual rights to work in a safe, healthful and productive work place, has adopted a requirement for a drug and alcohol free work place, County of San Diego Drug and Alcohol Use Policy C-25. This policy provides that all County-employed Contractors and Contractor employees shall assist in meeting this requirement.

8.5.1 As a material condition of this Agreement, the Contractor agrees that the Contractor and the Contractor employees, while performing service for the County, on County property, or while using County equipment:

8.5.1.1 Shall not be in any way impaired because of being under the influence of alcohol or a drug.

8.5.1.2 Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal drug.

8.5.1.3 Shall not sell, offer, or provide alcohol or a drug to another person; provided, however, that the foregoing restriction shall not be applicable to a Contractor or Contractor employee who as part of the performance of normal job duties and responsibilities prescribes or administers medically prescribed drugs.

8.5.2 Contractor shall inform all employees who are performing service for the County on County property or using County equipment of the County objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.

8.5.3 The County may terminate for default or breach this Agreement, and any other Agreement the Contractor has with the County, if the Contractor, or Contractor employees are determined by the Contracting Officer not to be in compliance with the conditions listed herein.

8.6 Board of Supervisors' Policies. Contractor represents that it is familiar, and shall use its best efforts to comply, with the following policies of the Board of Supervisors:

Board Policy B-67, which encourages the County's Contractors to offer products made with recycled materials, reusable products, and products designed to be recycled to the County in response to the County's requirements; and

Board Policies B-53 and B-39a, which encourage the participation of small and disabled veterans' business enterprises in County procurements.

8.7 Cartwright Act. Following receipt of final payment under the Agreement, Contractor assigns to the County all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright act (Chapter 1) (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Contractor for sale to the County under this Agreement.

8.8 Hazardous Materials. Contractor shall comply with all Environmental Laws and all other laws, rules, regulations, and requirements regarding Hazardous Materials, health and safety, notices, and training. Contractor agrees that it will not store any Hazardous Materials at any County Facility for periods in excess of ninety (90) days or in violation of the applicable site storage limitations imposed by Environmental Law. Contractor agrees to take, at its expense, all actions necessary to protect third parties, including, without limitation, employees and agents of the County, from any exposure to Hazardous Materials generated or utilized in its performance under this Agreement. Contractor agrees to report to the appropriate governmental agencies all discharges, releases, and spills of Hazardous Materials that are required to be reported by any Environmental Law and to immediately notify the County of it. Contractor shall not be liable to the County for the County's failure to comply with, or violation of, any Environmental Law. As used in this section, the term "Environmental Laws" means any and all federal, state or local laws or ordinances, rules, decrees, orders, regulations or court decisions (including the so-called "common law"), including, but not limited to, the Resource Conservation and Recovery Act, relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions or other similar substances or conditions. As used in this section the term "Hazardous Materials" means any chemical, compound, material, substance or other matter that: (a) is a flammable, explosive, asbestos, radioactive nuclear medicine, vaccine, bacteria, virus, hazardous waste, toxic, overtly injurious or potentially injurious material, whether injurious or potentially injurious by itself or in combination with other materials; (b) is controlled, referred to, designated in or governed by any Environmental Laws; (c) gives rise to any reporting, notice or publication requirements under any Environmental Laws, or (d) is any other material or substance giving rise to any liability, responsibility or duty upon the County or Lessee with respect to any third person under any Environmental Laws.

8.9 Debarment and Suspension. As a sub-grantee of federal funds under this Agreement, Contractor certifies that it, its principals, its employees and its subcontractors:

8.9.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

8.9.2 Have not within a 3-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

8.9.3 Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and

8.9.4 Have not within a 3-year period preceding this Agreement had one or more public transaction (Federal, State, or local) terminated for cause or default.

## ARTICLE 9
## CONFLICTS OF INTEREST; CONTRACTOR'S CONDUCT

9.1 Conflicts of Interest. Contractor presently has no interest, including but not limited to other projects or independent Agreements, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with

the performance of services required to be performed under this Agreement. The Contractor shall not employ any person having any such interest in the performance of this Agreement.

9.1.1 California Political Reform Act and Government Code Section 1090 Et Seq. Contractor acknowledges that the California Political Reform Act ("Act"), Government Code section 81000 et seq., provides that Contractors hired by a public agency, such as County, may be deemed to be a "public official" subject to the Act if the Contractor advises the agency on decisions or actions to be taken by the agency. The Act requires such public officials to disqualify themselves from participating in any way in such decisions if they have any one of several specified "conflicts of interest" relating to the decision. To the extent the Act applies to Contractor, Contractor shall abide by the Act. In addition, Contractor acknowledges and shall abide by the conflict of interest restrictions imposed on public officials by Government Code section 1090 et seq.

9.2 Conduct of Contractor; Privileged Information.

9.2.1 Contractor shall inform the County of all the Contractor's interests, if any, which are or which the Contractor believes to be incompatible with any interests of the County.

9.2.2 The Contractor shall not, under circumstances that might reasonably be interpreted as an attempt to influence the recipient in the conduct of his duties, accept any gratuity or special favor from individuals or organizations with whom the Contractor is doing business or proposing to do business, in accomplishing the work under this Agreement.

9.2.3 Contractor shall not use for personal gain or make other improper use of privileged information, which is acquired in connection with his employment. In this connection, the term "privileged information" includes, but is not limited to, unpublished information relating to technological and scientific development; medical, personnel, or security records of the individuals; anticipated materials requirements or pricing actions; and knowledge of selections of Contractors or subcontractors in advance of official announcement.

9.2.4 The Contractor, or employees thereof, shall not offer directly or indirectly gifts, gratuity, favors, entertainment, or other items of monetary value to an employee or official of the County.

9.3 Prohibited Agreements. As required by Section 67 of the San Diego County Administrative Code, Contractor certifies that it is not in violation of the provisions of Section 67, and that Contractor is not, and will not subcontract with, any of the following:

9.3.1. Persons employed by County or of public agencies for which the Board of Supervisors is the governing body;

9.3.2. Profit-making firms or businesses in which employees described in sub-section 9.3.1, above, serve as officers, principals, partners, or major shareholders;

9.3.3. Persons who, within the immediately preceding twelve (12) months came within the provisions of the above sub-sections and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the Agreement, or (2) participated in any way in developing the Agreement or its service specifications; and

9.3.4. Profit-making firms or businesses, in which the former employees described in sub-section 9.3.3 above, serve as officers, principals, partners, or major shareholders.

## ARTICLE 10
## INDEMNITY AND INSURANCE

10.1 Indemnity. County shall not be liable for, and Contractor shall defend and indemnify County and the employees and agents of County (collectively "County Parties"), against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), related to this Agreement and arising either directly or indirectly from any act, error, omission or negligence of Contractor or its Contractors, licensees, agents, servants or employees, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive, of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.

10.2 Insurance. Prior to execution of this Agreement, Contractor must obtain at its own cost and expense, and keep in force and effect during the term of this Agreement, including all extensions, the insurance specified in Exhibit "B," "Insurance Requirements," attached hereto.

## ARTICLE 11
## AUDIT AND INSPECTION OF RECORDS

The County shall have the audit and inspection rights described in this section.

11.1 Audit And Inspection**.** Contractor agrees to maintain and/or make available within San Diego County accurate books and accounting records relative to all its activities under this Agreement. Authorized Federal, State or County representatives shall have the right to monitor, assess, or evaluate Contractor's performance pursuant to this Agreement, said monitoring, assessments, or evaluations to include but not limited to audits, inspection of premises, reports, and interviews of project staff and participants.

At any time during normal business hours and as often as County may deem necessary, Contractor shall make available to County, State or Federal officials for examination all of its records with respect to all matters covered by this Agreement and will permit County, State or Federal officials to audit, examine and make excerpts or transcripts from such records, and to make audits of all invoices, materials, payrolls, records of personnel, information regarding clients receiving services, and other data relating to all matters covered by this Agreement. If an audit is conducted, it will be done in accordance with generally accepted government auditing standards as described in "Government Auditing Standards," published for the United States General Accountability Office or the institute of Internal Auditors International Standards for the Professional Practice of Internal Auditing.

If any services performed hereunder are not in conformity with the specifications and requirements of this Agreement, County shall have the right to require the Contractor to perform the services in conformity with said specifications and requirements at no additional increase in total Agreement amount. When the services to be performed are of such nature that the difference cannot be corrected, County shall have the right to (1) require Contractor immediately to take all necessary steps to ensure future performance of the services in conformity with requirements of the Agreement, and (2) reduce the Agreement price to reflect the reduced value of the services performed. In the event Contractor fails to perform the services promptly or to take necessary steps to ensure future performance of the service in conformity with the specifications and requirements of the Agreement, County shall have the right to either (1) by Agreement or to otherwise have the services performed in conformity with the Agreement specifications and charge to Contractor any cost occasioned to County that is directly related to the performance of such services, or (2) terminate this Agreement for default as provided in the Termination clause.

11.2 Cost or Pricing Data. If the Contractor submitted cost or pricing data in connection with the pricing of this Agreement or any change or modification thereto, unless such pricing was based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities of the general public, or prices set by law or regulation, the Contracting Officer or his representatives who are employees of the County or its agent shall have the right to examine all books, records, documents and other data of the Contractor related to the negotiation pricing or performance of such Agreement, change or modification, for the purpose of evaluating the accuracy, completeness and currency of the cost or pricing data submitted.

11.3 Availability. The materials described above shall be made available at the office of the Contractor, at all reasonable times, for inspection, audit or reproduction, until the expiration of three (3) years from the date of final payment under this Agreement, or by section 11.3.1 and 11.3.2, below:

11.3.1 If this Agreement is completely or partially terminated, the records relating to the work terminated shall be made available for a period of three (3) years from the date of any resulting final settlement.

11.3.2 Record which relate to appeals under the "Disputes" clause of this Agreement, or litigation or the settlement of claims arising out of the performance of this Agreement, shall be made available until such appeals, litigation, or claims have been disposed of, or three years after Agreement completion, whichever is longer. County shall keep the materials described above confidential unless otherwise required by law.

11.4 Subcontract. The Contractor shall insert a clause containing all the provisions of this Article 11 in all subcontract hereunder except altered as necessary for proper identification of the Contracting parties and the Contracting officer under the County's prime Agreement.

## ARTICLE 12
## INSPECTION OF SERVICE

12.1 Subject to Inspection All performance (including services, materials, supplies and equipment furnished or utilized in the performance of this Agreement, and workmanship in the performance of services) shall be subject to inspection and test by the County at all times during the term of this Agreement. Contractor shall cooperate with any inspector assigned by the County to permit the inspector to determine whether Contractor's performance conforms to the requirements of this Agreement. County shall perform such inspection in a manner as not to unduly interfere with Contractor's performance.

12.2 Specification and Requirements. If any services performed by Contractor do not conform to the specifications and requirements of this Agreement, County may require Contractor to re-perform the services until they conform to said specifications and requirements, at no additional cost, and County may withhold payment for such services until Contractor correctly performs them. When the services to be performed are of such a nature that Contractor's cannot correct its performance, the County shall have the right to (1) require the Contractor to immediately take all necessary steps to ensure future performance of services conforms to the requirements of this Agreement, and (2) reduce the Agreement price to reflect the reduced value of the services received by County. In the event Contractor fails to promptly re-perform the services or to take necessary steps to ensure that future performance of the service conforms to the specifications and requirements of this Agreement, the County shall have the right to either (1) without terminating this Agreement, have the services performed, by Agreement or otherwise, in conformance with the specifications of this Agreement, and charge Contractor, and/or withhold from payments due to Contractor, any costs incurred by County that are directly related to the performance of such services, or (2) terminate this Agreement for default.

## ARTICLE 13
## USE OF DOCUMENTS AND REPORTS

13.1 Findings Confidential. Any reports, information, data, etc., given to or prepared or assembled by Contractor under this Agreement which the County requests to be kept as confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the County.

13.2 Publication, Reproduction or Use of Materials. No material produced, in whole or in part, under this Agreement shall be subject to copyright in the United States or in any other country. The County shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement. All reports, data and other materials prepared under this Agreement shall be the property of the County upon completion of this Agreement.

13.3 Confidentiality. County and Contractor agree to maintain the confidentiality of and take industry appropriate and legally required measures to prevent the unlawful disclosure of any information that is legally required to be kept confidential. Except as otherwise allowed by local, State or federal law or regulation and pursuant to this Section 13.3, County and Contractor agree to only disclose confidential records where the holder of the privilege, whether the County, the Contractor or a third party, provides written permission authorizing the disclosure. Contractor understands that County must disclose certain records pursuant to the California Public Records Act ("the Act"). If Contractor demands that County not disclose requested records Contractor believes qualify for exception or exemption from disclosure pursuant to the Act, County will comply with Contractor's demand if Contractor identifies those records and the applicable exception(s) or exemption(s), in writing, within five (5) business days from receipt of County's notice to Contractor of the request for disclosure of records. If Contractor does not identify the records and reason(s) that it deems some or all of the records to be confidential, County may disclose those records at its sole discretion. Contractor agrees that its defense and indemnification obligations set forth in Section 10.1 of this Agreement extend to any Claim (as defined in Section 10.1) against the County Parties (as defined in Section 10.1) for records the County withholds from disclosure at Contractor's direction. This Section 13.3 shall not prevent the County or its agents or any other governmental entity from accessing the confidential records for the purpose of audits or program reviews if that access is legally permissible under the applicable local, State or federal laws or regulations. Similarly, County or its agent or designee may take possession of the record(s) where legally authorized to do so.

County may identify, for purposes of clarification, certain laws and regulations that are specifically applicable to Contractor's work under this Agreement. Those laws and regulations may be set forth in Exhibit A – Statement of Work. County, however, is under no obligation to identify all applicable laws and regulations and assumes no liability for identifying confidentiality laws and regulations, if any, applicable to the work under this Agreement.

13.4 Maintenance Of Records. Contractor shall maintain all records and make them available within San Diego County for a minimum of three (3) years from the ending date of this Agreement unless County agrees in writing to an earlier disposition or longer where legally required or while under dispute. Contractor shall provide any requested records to County within 48-hours of the request.

## ARTICLE 14
## RESERVED

## ARTICLE 15
## DISPUTES

Notwithstanding any provision of this Agreement to the contrary, the Contracting Officer shall decide any dispute concerning a question of fact arising out of this Agreement that is not otherwise disposed of by the parties within a reasonable period of time. The decision of the Contracting Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary or so grossly erroneous as necessarily to imply bad faith. Contractor shall proceed diligently with its performance hereunder pending resolution by the Contracting Officer of any such dispute. Nothing herein shall be construed as granting the Contracting Officer or any other administrative official, representative or board authority to decide questions of law.

## ARTICLE 16
## GENERAL PROVISIONS

16.1 Assignment and Subcontracting. Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the County; County's consent shall not be unreasonably withheld. The Contractor shall make no Agreement with any party for furnishing any of the work or services herein contained without the prior written prior concurrence of the COTR, pursuant to Paragraph 1.4.

16.2 Contingency. This Agreement shall bind the County only following its approval by the Board of Supervisors or when signed by the Purchasing and Contracting Director.

16.3 Entire Agreement. This Agreement, together with all Sections attached hereto and other agreements expressly referred to herein, constitute the entire agreement between the parties with respect to the subject matter contained herein. All prior or contemporaneous agreements, understandings, representations, warranties and statements, oral or written, including any proposals from Contractor and requests for proposals from County, are superseded.

16.4 Sections and Exhibits: All sections and exhibits referred to herein are attached hereto and incorporated by reference.

16.5 Further Assurances: Parties agree to perform such further acts and to execute and deliver such additional documents and instruments as may be reasonably required in order to carry out the provisions of this Agreement and the intentions of the parties.

16.6 Governing Law: This Agreement shall be governed, interpreted, construed and enforced in accordance with the laws of the State of California.

16.7 Headings: The Article captions, Clause and Section headings used in this Agreement are inserted for convenience of reference only and are not intended to define, limit or affect the construction or interpretation of any term or provision hereof.

16.8 Modification; Waiver Except as otherwise provided in Article 6, "Changes," above, no modification, waiver, amendment or discharge of this Agreement shall be valid unless the same is in writing and signed by both parties.

16.9 Neither Party Considered Drafter. Despite the possibility that one party may have prepared the initial draft of this Agreement or played the greater role in the physical preparation of subsequent drafts, neither party shall be deemed the drafter of this Agreement and that, in construing this Agreement in case of any claim that any provision hereof may be ambiguous, no such provision shall be construed in favor of one party on the ground that such provision was drafted by the other.

16.10 No Other Inducement: The making, execution and delivery of this Agreement by the parties hereto has been induced by no representations, statements, warranties or agreements other than those expressed herein.

16.11 Notices. Notice to either party shall be in writing and either personally delivered or sent by certified mail, postage prepaid, return receipt requested, addressed to the party to be notified at the address specified herein. Any such notice shall be deemed received on the date of personal delivery to the party (or such party's authorized representative) or

three (3) business days after deposit in the U.S. Mail, as the case may be to the COTR and Contractor's Representative identified on the signature page.

16.12 Severability. If any term, provision, covenant or condition of this Agreement is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term, provision, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

16.13 Successors. Subject to the limitations on assignment set forth in Clause 16.1above, all terms of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective heirs, legal representatives, successors, and assigns.

16.14 Time. Time is of the essence of each provision of this Agreement.

16.15 Time Period Computation. All periods of time referred to in this Agreement shall include all Saturdays, Sundays and state or national holidays, unless the period of time specifies business days, provided that if the date or last date to perform any act or give any notice or approval shall fall on a Saturday, Sunday or State or national holiday, such act or notice may be timely performed or given on the next succeeding day which is not a Saturday, Sunday or State or national holiday.

16.16 Waiver. The waiver by one party of the performance of any term, provision, covenant or condition shall not invalidate this Agreement, nor shall it be considered as a waiver by such party of any other term, provision, covenant or condition. Delay by any party in pursuing any remedy or in insisting upon full performance for any breach or failure of any term, provision, covenant or condition shall not prevent such party from later pursuing remedies or insisting upon full performance for the same or any similar breach or failure.

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# REQUEST FOR BID (RFB) 5580
# DEPARTMENT OF PUBLIC WORKS, WASTEWATER MANAGEMENT
# URANIUM REMOVAL SYSTEM SERVICES FOR CAMPO HILLS WATER SYSTEM
## SECTION C, EXHIBIT A – STATEMENT OF WORK

## SECTION 1: INTRODUCTION

1.1 The County of San Diego, on behalf of the Department of Public Works (DPW) Wastewater Management (WWM), is requesting proposals from qualified firms/contractors to provide services for the existing Uranium Removal System of the Campo Hills Water Treatment Plant to treat the water produced by Campo Hills Community Well No. 1 and Well No.3 ("Wells") at a base quantity of up to 300 gallons per minute (gpm) so that the water meets or exceeds drinking water standards applicable as of the Effective Date of the Contract as more particularly set forth in Section 4 below ("Quality Standard"). Operation of the Uranium Removal System includes all required labor to operate the system; inspection of all vessels containing the resin; configuring sequence of operation; monitoring, evaluation, and replacement of resin media; and legal handling and disposal of the used resin. Firms/Contractor shall be specialized in uranium removal system operation and shall be responsible for the monitoring and replacing uranium removal resin as required of the solicited system in Campo Hills Water Treatment Plant limited to, ion exchange uranium extraction system and associated work regarding uranium removal system; **this Contract is not for Surface Water Treatment**.

1.2 Firm/Contractor will assume sole responsibility for the inspection, life-span modeling, radionuclide sampling, replacement of uranium removal resin, and waste disposal of the existing Uranium Removal System of Campo Hills Water Treatment Plant in compliance with State regulations and will supply appropriately qualified personnel to perform said activities in a skillful and competent manner, consistent with the standards generally recognized as being employed by personals in the same discipline in the State of California.

## SECTION 2: DESCRIPTION OF WORK

2.1 GENERAL

2.1.1 Firm/Contractor shall be capable of providing the level of uranium removal treatment required in Campo Hills Water Treat ment Facility per the State of California Domestic Water Supply Permit Number 05-14-04P-007 issued on October 15, 2004 by the CDPH (Appendix 1).

2.1.2 Firm/Contractor shall be responsible for, but not limited to, the uranium removal system inspection, life-span modeling via sampling and monitoring, radionuclide sampling, replacement of uranium removal resin, handling and proper disposal of all contaminants, sludge, by-products or other material resulting from the removal of uranium from the water by the Uranium Removal System in compliance with 40 CFR (Code of Federal Regulations) 171 to 180, and 262.11.

2.1.3 Firm/Contractor shall be compensated for his WORK through the 'Monthly Services Fee'. The Monthly Service Fee for Uranium Removal Service must be prepared based on per acre-foot of final product water from the treatment plant. The service fee rate, $ per acre foot of water produced from the plant shall include but not limited to the operation of uranium removal system including monitoring and testing of the ion exchange vessels,

placement of new resin, removal, and packaging of the spent ion exchange resin, transport per State and Federal guidelines to approved disposal facility, disposal of all contaminants, sludge, by-products or other materials from the uranium removal system, and regular inspection of uranium removal system.

2.1.4 The existing treatment plant shall remain in operation throughout the term of this Contract.

2.1.5 The WORK shall be performed under one prime contract.

2.2 BACKGROUND INFORMATION

2.2.1 The Campo Hills Water System is located in San Diego County, approximately 50 miles from the City of San Diego off the State Route 94 in the community of Campo. Campo is approximately 2 miles from the United States border with Mexico. The Water System is a small community water system (System No. 3710047) that supplies water for domestic purposes up to 222 service connections. The Campo Hills Water System is supplying water to the recently developed Campo Hills Subdivision in 2004.

2.2.2 The water system receives raw water from two active wells (Wells #1 and #3) that are under the direct influence of surface water and produce water with higher levels of uranium than maximum contaminant level. Wells #1 and #3 are pumped in alternate manner using a lead/lag demand system so the maximum pumping rate from the system is 250 gpm with **approximately 7 acre foot per month on average of treated water produced**. A 6-inch PVC transmission line supplies water from each drinking water well to the treatment plant.

2.2.3 The water produced from the wells is treated through two 150 gpm package treatment plants, which is the surface water treatment system incorporating coagulation, flocculation, filtration, and disinfection followed by **ion exchange system for uranium removal**. The treated water is discharged to two 40,000 gallon bolted steel above ground storage tanks located near the treatment plant that serve as the chlorine contact chamber. Chlorinated water is boosted via two 25hp vertical turbine pumps to a 705,000 gallon bolted steel tank located approximately 1 mile away on a hill, which serves the single pressure zone distribution system via gravity.

2.2.4 The well supply at Campo Hills has an average uranium concentration of 30-50 pCi/L(picoCuries per Liter), which exceeds the maximum contaminant level (MCL) of 20 pCi/L.

2.2.5 The uranium removal system was commissioned on 2004. On June 2009, all spent ion exchange resin in the three (3) primary vessels were replaced and disposed for the first time since commissioned. On May 2012, spent ion exchange resin in the other three vessels were replaced and disposed.

2.3 WORK BY FIRM/CONTRACTOR

2.3.1 Water Quality Monitoring: Firm/Contractor shall be responsible for the **monthly** water quality monitoring from the ion exchange vessels.

2.3.1.1 Monitoring Requirements: Firm/Contractor shall be responsible for the required monitoring of radionuclide constituent of the treated water; the Firm/Contractor will be responsible for collecting samples from each individual sampling taps for all three (3) lead ion exchange vessels as specified in the Campo Hills Uranium Removal Unit Manual (Appendix 2).

2.3.1.2 Reporting Requirements: Firm/Contractor shall be responsible for preparation and submission of the monthly analytical report for the three (3) lead ion exchange vessels. The carbon copy of actual lab results shall be provided to the County for record no later than two (2) calendar weeks after the sampling.

2.3.1.3 Firm/Contractor shall perform water and other tests and investigations in connection with the ion exchange system to ensure that the Quality Standard is met or exceeded at all times.

A. The design goal is 15 pCi/L uranium maximum for primary vessel effluent and the combined treat water uranium concentration. Firm/Contractor shall replace the lead vessel resin within 15 calendar days when the lead vessel uranium effluent concentration reaches 15 pCi/L.

B. Firm/Contractor shall perform analyses necessary to assure remaining capacity of ion exchange resin is sufficient for treated water to consistently meet or exceed the Quality Standard.

C. Firm/Contractor shall be responsible for the analytical costs and expenses necessary to monitor the process performance of ion exchange system and the remaining capacity of ion exchange resin as specified in Section 2.3.1.1.

D. Except to the extent that testing and/or investigation by Firm/Contractor discloses discrepancies, omissions or inaccuracies in information provided by County, Firm/Contractor shall be entitled to rely on all information and data provided by County without independent verification and/or exposure to liability for doing so.

2.3.2 Ion Exchange Resin Replacement and Disposal: Firm/Contractor shall be responsible for the ion exchange resin system for uranium extraction including removing, packaging, transporting and properly disposing of all contaminants, sludge, by-products or other material produced by the system and replacing the resin inside the system in the course of meeting or exceeding the water quality monitoring specified in APPENDIX 1.

2.3.2.1 Resin loading and unloading shall be per the Campo Hills Uranium Removal Unit Manual (Appendix 2). The resin to be replaced shall be the negative ion exchange resin as specified in Section 3.2.2.

2.3.2.2 Firm/Contractor shall be responsible for ensuring waste samples are analyzed prior to disposal by a California Certified Hazardous Waste Testing Laboratory. Firm/Contractor shall also be responsible for ensuring waste samples are analyzed for radioactive constituents as required by 40 CFR 261 and CCR, Title 22, as well as the Waste Acceptance Criteria established by the disposal facility. Firm/Contractor shall forward the analytical results of the metals testing and radiological testing to the County within five (5) days of receipt. Based on the testing results, Firm/Contractor shall perform waste characterization pursuant to Title 22 on behalf of the County.

2.3.2.3 Upon completion of the waste analysis, the Firm/Contractor shall prepare the Generator Waste Product Questionnaire and Waste Acceptance Criteria Addendum provided by the disposal facility and submit to the County for approval.

2.3.2.4 Firm/Contractor shall be responsible for removing the spent resin within five (5) working days of the replacement of the resin.

2.3.2.5 Firm/Contractor is responsible for any associated fees imposed by the disposal facility.

2.3.2.6 Firm/Contractor will only use California Department of Transportation ("DOT") and Environmental Protection Agency (EPA) certified approved hauler to transport waste to the disposal facility. Before transporting waste off-site, transporter shall prepare a waste manifest (carbon copy type), and have a Firm/Contractor Project Manager sign the manifest, submit a copy of the manifest to County Operational Supervisor. Firm/Contractor shall provide the proof of disposal to County no later than two (2) calendar weeks after the disposal.

2.3.2.7 Annual renewal and revision, as necessary, of the Waste Profile shall be the responsibility of Firm/Contractor and will coordinate with the County for any approval.

2.3.3 Firm/Contractor shall provide the County with the following information:

2.3.3.1 Names and contact information for all vendors and subcontractors, ion exchange resin disposal facilities and waste transporters used by Firm/Contractor to perform work in accordance with this Contract.

2.3.3.2 Waste treatment process, if any, employed by Firm/Contractor to dispose of materials used in or derived from the uranium removal treatment of water from the Wells.

2.3.3.3 Such other information as County may reasonably require related to work to be performed by Firm/Contractor.

*NOTE: Changes to the above information will be provided to County in writing within ten (10) days of the date of change.*

2.3.4 Emergency Services: In the event of an unforeseen significant incidence or failure of uranium removal system impacting water quality standards, Firm/Contractor shall be available to respond within 24 hours to mitigate emergent conditions. Technical assistance performed by Firm/Contractor during emergency shall be compensated at an hourly rate plus reimbursement for cost of fuel for vehicular miles travelled (round-trip) from Firm/Contractor's nearest office to Facilities. Firm/Contractor shall provide County technical assistance to collaborate in restoration of the uranium removal system to the standards required by the Permit (Appendix 1) within twenty four (24) hours after written or verbal notice from County. County shall be responsible for procurement of goods and services, and cost thereof, associated with remediation of emergency incidence or failure.

2.3.4.1 Firm/Contractor shall provide County emergency contact persons and phone numbers and shall keep such emergency contact information current at all times.

2.3.5 Firm/Contractor will be responsible for all costs and expenses associated with the site visits; monitoring and testing; resin replacement; removal and packaging; transportation per State and Federal guidelines; and disposal of all contaminants, sludge, by-products or other materials resulting from Firm/Contractor's treatment of County's water through the Uranium Removal System in accordance with all applicable laws.

2.3.6 Firm/Contractor shall perform all services under this Contract in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California and in compliance with all applicable Federal, State and local statutes, laws, regulations, codes and ordinances ("Laws.

2.4 WORK BY COUNTY

2.4.1 County will provide appropriately qualified and certified operations personnel so as to properly operate the Uranium Removal System in an efficient manner.

2.4.2 County shall measure the quantity of treated water each month. The County will send a copy of the flow meter readings to Firm/Contractor by the fifth ($5^{th}$) day of each month, except in cases where that day falls on a Saturday, Sunday or County holiday. In such cases, delivery of the reading will be deferred to the next County business day. Monthly Treatment Fees charged by Firm/Contractor for Uranium Removal Service shall be based on this monthly reading. If County's meter is not operable, County will notify Firm/Contractor and Firm/Contractor shall use the flow reading monitored by the Firm/Contractor. If neither County's nor Firm/Contractor's flow reading is not available,

the Firm/Contractor shall invoice based on the historical average, with correction within 60 days.

2.4.3 County will utilize County-owned flow meters located at Storage Tank outside the Treatment Plant to measure the Base Quantity of water being treated by the facility, and will make any repairs to ensure proper operation of the meters.

2.4.4 County will provide security for stored materials in the form of current locked door and alarm system installed at the treatment plant facility.

2.4.5 County will be solely responsible for analytical laboratory costs for water quality analysis for water quality monitoring required per the Permit (Appendix 1). Firm/Contractor shall be responsible for the analytical costs for the analysis indicated in Section 2.3.1 monthly water quality monitoring from the ion exchange vessels to ensure that the Quality Standard for radionuclides is met or exceeded at all times.

2.4.6 County will be responsible for all costs and expenses necessary to install any County improvements, which will be accomplished by procurements.

2.4.7 County shall have the right to verify, at its own expense, the amount and quality of the water entering and exiting the Facilities and to conduct independent testing thereof.

## SECTION 3: DESCRIPTION OF CAMPO HILLS WATER SYSTEM

3.1 CAMPO HILLS WATER WELLS

3.1.1 Raw water from the Campo Hills Water System is provided from three 12-inch, 70-ft deep wells located in the extremities of the 100 year flood plain near the site. As a result of the wells' location and shallow depth, the source water has been deemed as 'under the influence of surface water" and therefore requires a "physical barrier" thus the implementation of surface water treatment processes as indicated in Sections 3.2.1 and 3.2.1.

3.1.2 At initiation of the water system, the well water had above the MCL for uranium, approximately 30-50 pCi/L, and therefore required a uranium removal system, thus the implementation of a negative ion exchange system as indicated in Section 3.2.2.

3.1.3 Two active wells, Well #1 and Well #3 can simultaneously provide raw water for the Facilities. Each well utilizes one 15-hp variable frequency drive pump to deliver water for the treatment process. Well #2, a standby well, is only used for irrigation and does not require further treatment before use.

3.2 CAMPO HILLS URANIUM REMOVAL SYSTEM DESCRIPTION

3.2.1 Surface Water Treatment Plant

3.2.1.1 The filtered water from a packaged water treatment plant is sent to the ion

exchange system for uranium removal.

3.2.2 Uranium Removal Ion Exchange System

3.2.2.1 Treatment Module

A. Module container 10'W x 30'L x 9'H
B. Three (3) pairs of 36" inch columns in lead-lag configuration
C. Approx. 25 cu. Ft. (185 gallons) of resin in each column
D. Up to 300 GPM treatment capacity

3.2.2.2 Each filter is filled with 25-$ft^3$ of GW66 Type 1 NSF approved media that safely reduces the uranium level of the filtered water. The resin loading rate is 3.8 gpm/$ft^2$ for an average flow of 80 gpm.

3.2.2.3 Pre-treatment filter system assembly

A. Alum coagulation and filtration treatment units
B. Inlet, outlet, filter header assembly

## SECTION 4: WATER QUALITY STANDARDS

4.1 Treated Water Uranium Concentration: less than 20 pCi/L

4.2 Treated Water Gross Alpha Concentration: less than 15 pCi/L

4.3 Water Quality Characteristics of influent water: Influent water has constituents with naturally occurring concentration fluctuations. Constituents will be within the ranges show in the following table:

| **Constituent** | **Well No. 1** | | **Well No. 3** | |
|---|---|---|---|---|
| | **High** | **Low** | **High** | **Low** |
| Sulfate (mg/L) | 62 | 29 | 52 | 25 |
| Chloride (mg/L) | 77 | 59 | 83 | 63 |
| Bicarbonate (mg/L) | 300 | 160 | 310 | 180 |
| Nitrate as NO3 (mg/L) | 9 | .5 | 8 | 1 |
| Uranium (pCi/L) | 66 | 12 | 67 | 10 |
| Gross Alpha (pCi/L) | 45 | 17 | 30 | 10 |

## SECTION 5: ADDITIONAL OBLIGATIONS

5.1 County shall provide Firm/Contractor with:

5.1.1 All design and equipment information concerning the uranium removal system in County's possession, custody, or control necessary for Firm/Contractor to make use during the Contract period;

5.1.2 All licenses required for access to the Facilities;

5.1.3 The physical property in which Firm/Contractor will perform required work described above;

5.1.4 Appropriately qualified and certified personnel for daily operation of the Plant;

5.2 FIRM/CONTRACTOR'S ADDITIONAL OBLIGATIONS

5.2.1 With the exception of Base Quantity testing to be performed by County, perform all tests and investigations necessary to ensure the Uranium Removal System will at all times meet or exceed the Quality Standard.

5.2.2 Firm/Contractor shall have the right to verify, at its own expense, the amount and quality of the water entering and exiting the Facilities including the surface water treatment plant and uranium removal ion exchange system and to conduct independent testing thereof.

## SECTION 6: SECURITY

6.1 FACILITIES

6.1.1 County, at its expense, shall have the sole responsibility for providing security for the Facility.

6.1.2 The level of security shall be determined at the reasonable discretion of the County in accordance with County practices and procedures.

6.2 INSURANCE

6.2.1 Coverage by Firm/Contractor: Firm/Contractor shall provide insurance coverage in accordance with the Contract Insurance Requirements.

6.3 Prevailing Wages

Contractor certifies that it has independently determined whether this project is a "public work" as set forth in Labor Code § 1720, et seq. If this project is a public work" as set forth in the Labor Code, it is Contractor's sole responsibility to ensure that all workers employed in the execution of the contract are paid the correct prevailing rate of wages. The County has obtained from the Director of the Department of Industrial Relations general prevailing wage determinations for the locality in which the work is to be performed. The determinations are available from the Department of Industrial Relations on the internet at http://www.dir.ca.gov/DLSR/PWD/index.htm.

Contractor acknowledges that certain stipulations are required to be included in the Contract by Labor Code §1720, et seq., certifies that it is knowledgeable of these requirements, and agrees to be bound by the required provisions, including at least the following: 1) If a worker is paid less than the prevailing wage rate owed for a calendar day or portion of a day, Contractor agrees in accordance with Labor Code § 1775 to pay the worker the difference between the prevailing wage rate and the amount actually paid; 2) The Contractor shall maintain and make available payroll records in accordance with Labor Code § 1776; 3) If apprentices are employed on the project, the contractor shall be responsible for ensuring compliance with Labor Code § 1777.5; and, 4) The Contractor shall be responsible for any penalties levied in accordance with Labor Code § 1812 for failing to pay required overtime wages.

Public Works projects (task orders) in excess of $6,500 for new construction or any sequent alterations or repair thereto in excess of $50,000 may not be a part of this contract and would have to be bid separately (see California Public Contracts Code Sections 20121-20123). Per PCC Section 20123.5, it is unlawful to split or separate into smaller work orders or projects any public work project for the purpose of evading the provisions of this article requiring public work to be done by contract after competitive bidding. Mitigation work completed as part of a road improvement project and valued at $25,000 or over also may not be a part of this contract and must be bid separately (see PCC Section 20394).

**REQUEST FOR BID (RFB) 5580**
**URANIUM REMOVAL SYSTEM SERVICES FOR CAMPO HILLS WATER SYSTEM**
**DEPARTMENT OF PUBLIC WORKS WASTEWATER MANAGEMENT**
**INSURANCE REQUIREMENTS**

## INSURANCE REQUIREMENTS FOR CONTRACTORS

Without limiting Contractor's indemnification obligations to County, Contractor shall provide at its sole expense and maintain for the duration of this contract, or as may be further required herein, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of the work by the Contractor, his agents, representatives, employees or subcontractors.

### *1. Minimum Scope of Insurance*

Coverage shall be at least as broad as:

A. Commercial General Liability, Occurrence form, Insurance Services Office form CG0001.

B. Automobile Liability covering all owned, non owned, hired auto Insurance Services Office form CA0001. Coverage shall include pollution coverage endorsement MCS90 or CA99480306.

C. Workers' Compensation, as required by State of California and Employer's Liability Insurance.

D. Professional Liability required if Contractor provides or engages any type of professional services, including but not limited to medical professionals, counseling services, or legal services.

### *2. Minimum Limits of Insurance*

Contractor shall maintain limits no less than:

A. Commercial General Liability including Premises, Operations, Products and Completed Operations, Contractual Liability, and Independent Contractors Liability: $1,000,000 per occurrence for bodily injury, personal injury and property damage. The General Aggregate limit shall be $2,000,000.

B. Automobile Liability: $1,000,000 each accident for bodily injury and property damage.

C. Employer's Liability: $1,000,000 each accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of County of San Diego.

D. Professional Liability: $1,000,000 per claim with an aggregate limit of not less than $2,000,000. Any self-retained limit shall not be greater than $25,000 per occurrence/event without County's Risk Manager's approval. Coverage shall include contractual liability coverage. If policy contains one or more aggregate limits, a minimum of 50% of any such aggregate limit must remain available at all times; if over 50% of any such aggregate limit has been paid or reserved, County will require additional coverage to be purchased by Contractor to restore the required limits. This coverage shall be maintained for a minimum of two years following termination of completion of Contractor's work pursuant to the Contract.

### *3. Deductibles and Self-Insured Retentions*

Any deductible or self-insured retention must be declared to and approved by the County's Risk Manager. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

### *4. Other Insurance Provisions*

The general liability and automobile liability policies are to contain, or be endorsed to contain the following provisions:

A. Additional Insured Endorsement
Any general liability policy provided by Contractor shall contain an additional insured endorsement applying coverage to the County of San Diego, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers of the County, individually and collectively.

B. Primary Insurance Endorsement
For any claims related to this Contract, the Contractor's insurance coverage shall be primary insurance as respects the County, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers of the County, individually and collectively. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

C. Notice of Cancellation
Each required insurance policy shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the County at the address shown in section of Contract entitled "Notices".

D. Severability of Interest clause
Coverage applies separately to each insured, except with respect to the limits of liability, and that an act or omission by one of the named insureds shall not reduce or avoid coverage to the other named insureds.

**GENERAL PROVISIONS**

***5.*** *Qualifying Insurers*
All required policies of insurance shall be issued by companies which have been approved to do business in the State of California by the State Department of Insurance, and which hold a current policy holder's alphabetic and financial size category rating of not less than A-, VII according to the current Best's Key Rating guide, or a company of equal financial stability that is approved in writing by County's Risk Manager.

*6.* *Evidence of Insurance*
Prior to commencement of this Contract, but in no event later than the effective date of the Contract, Contractor shall furnish the County with certificates of insurance and amendatory endorsements effecting coverage required by this clause. Contractor shall furnish certified copies of the actual required insurance policies within thirty days after commencement of Contract. Thereafter, copies of renewal policies, certificate and amendatory endorsements shall be furnished to County within thirty days of the expiration of the term of any required policy. Contractor shall permit County at all reasonable times to inspect any policies of insurance, which Contractor has not delivered to County.

*7.* *Failure to Obtain or Maintain Insurance; County's Remedies*
Contractor's failure to provide insurance specified or failure to furnish certificates of insurance, amendatory endorsements and certified copies of policies, or failure to make premium payments required by such insurance, shall constitute a material breach of the Contract, and County may, at its option, terminate the Contract for any such default by Contractor.

*8.* *No Limitation of Obligations*
The foregoing insurance requirements as to the types and limits of insurance coverage to be maintained by Contractor, and any approval of said insurance by the County are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by

Contractor pursuant to the Contract, including, but not limited to, the provisions concerning indemnification.

*9.* *Review of Coverage*

County retains the right at any time to review the coverage, form and amount of insurance required herein and may require Contractor to obtain insurance reasonably sufficient in coverage, form and amount to provide adequate protection against the kind and extent of risk which exists at the time a change in insurance is required.

*10.* *Self-Insurance*

Contractor may, with the prior written consent of County's Risk Manager, fulfill some or all of the insurance requirements contained in this Contract under a plan of self-insurance. Contractor shall only be permitted to utilize such self-insurance if in the opinion of County's Risk Manager, Contractor's (i) net worth, and (ii) reserves for payment of claims of liability against Contractor, are sufficient to adequately compensate for the lack of other insurance coverage required by this Contract. Contractor's utilization of self-insurance shall not in any way limit liabilities assumed by Contractor under the Contract.

*11.* *Claims Made Coverage*

If coverage is written on a "claims made" basis, the Certificate of Insurance shall clearly so state. In addition to the coverage requirements specified above, such policy shall provide that:

A. The policy retroactive date coincides with or precedes Contractor's commencement or work under the Contract (including subsequent policies purchased as renewals or replacements).

B. Contractor will make every effort to maintain similar insurance during the required extended period of coverage following expiration of the Contract, including the requirement of adding all additional insureds.

C. If insurance is terminated for any reason, Contractor shall purchase an extended reporting provision of at least two years to report claims arising in connection with the Contract.

D. The policy allows for reporting of circumstances or incidents that might give rise to future claims.

*12.* *Subcontractors' Insurance*

Contractor shall require that any and all Subcontractors hired by Contractor are insured in accordance with this Contract. If any Subcontractors coverage does not comply with the foregoing provisions, Contractor shall defend and indemnify the County from any damage, loss, cost or expense, including attorney fees, incurred by County as a result of Subcontractors failure to maintain required coverage.

*13.* *Waiver of Subrogation*

Contractor and County release each other, and their respective authorized representatives, from any Claims (as defined in the Article entitled "Indemnity" of the Pro Forma Contract), but only to the extent that the proceeds received from any policy of insurance carried by County or Contractor, other than any self-insurance, covers any such Claim or damage. Included in any policy or policies of insurance provided by Contractor hereunder shall be a standard waiver of rights of Subrogation against County by the insurance company issuing said policy or policies.

**ARTICLE 2**

**RESERVED**